

**BIGFORK HARBOR HOMEOWNERS ASSOCIATION**  
**Bigfork, Montana**

**RULES AND REGULATIONS**

**November 2024**

The Rules and Regulations for Bigfork Harbor Homeowners Association 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 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 for your cooperation and support in making Bigfork Harbor a pleasant and friendly place to live.

Bigfork Harbor Board of Directors

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## **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:

- a) Declaration of Condominium Bigfork Harbor and Amendments.
- b) By-laws of Bigfork Harbor Homeowners Association and Amendments.

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. 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 without paying consideration to the owner.

2.3 “Quiet Hours” is defined as after 10 PM and before 8 AM. (household appliance usage, pool and other outdoor noise)

## **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 or

Board of Directors. Information on Condos for sale by the owner can be displayed in the bulletin board on one sheet of paper.

3.4 Fireworks are strictly **forbidden** anywhere in the Bigfork Harbor complex including docks.

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 stream or on the surrounding rocks.

## **SECTION 4 - PARKING LOTS**

4.1 Each condominium unit without an attached garage will be assigned one parking place.

4.2 Guests are to use marked guest parking spaces. Guest parking spaces may not be used for parking on a permanent basis. It is recommended that all extra cars be parked in the area near the back entrance.

4.3 If an owner is away for less than 45 days during non-snow months, the owner may leave their car in their assigned parking space or garage. A suitable covering may be used with approval from the Manager. If a vehicle is parked in their assigned space for over 45 days, the Manager will notify the owner and has the right to move the vehicle. A set of keys must be left with the manager in case the car needs to be moved in an emergency.

4.4 During snow months, vehicles may be left in an assigned parking space. A set of keys must be left with the manager in case the car needs to be moved in case of an emergency and plowing as needed.

4.5 A vehicle, which cannot operate on its own power, may not remain on the condominium premises for more than five days. An inoperable vehicle may be towed, at the owners expense, if owner does not respond to a removal request.

4.6 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.

4.7 Owners and lessees are limited to the number of vehicles they can garage plus their assigned vehicle parking spot. Homeowner's second vehicles are required to be parked in the guest area near the back entrance.

4.8 A commercial vehicle, including construction trailers, may not be parked on the condominium property overnight without approval of the Manager. The Management or Board

of Directors may approve placement of a construction dumpster in a parking spot while inside demolition is underway. Submit a dumpster request to the Management e-mail address.

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

4.10 Neither the Association nor the Board of Directors will be held responsible for any damage to vehicles while on the premises.

4.11 Guests of Owners and Lessee's requiring usage of Guest Parking for more than 7 days will need to acquire a Parking Permit. Please submit your request to Management. If approved, Management will provide a dashboard parking permit for display.

## **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 must be kept clean and orderly.

**Firewood may be stored under stairwells and on decks/patios during winter months. Firewood on decks/patios should be no higher than the deck railings/patio walls. No firewood is to be stored in hallways or walkways.**

5.2 Bicycles may be stored in garages, on patios, decks or under stairs (as long as the walkway remains clear) **with a maximum of 2 bikes per floor under the stairs.**

## **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 from the Manager.

6.2 Garments, towels, rugs, etc. may not be hung from the windows, balconies, railings 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 common property without permission from the Manager or Board of

Directors. Flowers in standing pots and hanging flower arrangements are allowed on patios, balconies, and entryways. Artificial flowers are not allowed on common property.

6.4 The condo owner will not permanently place any furniture or equipment outside the unit.

6.5 Owners are responsible for replacing bulbs in light fixtures that operate from **within** their condo.

6.6 Use of electric gas grills for outside cooking on the unit patio or deck is permitted. Charcoal grills and starter fluid are prohibited. Firepits on a patio or deck are prohibited.

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

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

## **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, televisions, or other sound equipment so as not to disturb other residents. Dishwashers, washing machines and grills should not be operated between the quiet 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 and/or electronic lock code to each unit and garage in the onsite office for use in emergency situations or with owner approval.** Key and/or electronic compliance will be reviewed each spring and fall.

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. **Empty** gas cans may be stored in a storage area or garage.

7.9 Unit Owners are expected to have in force a HO6 insurance policy to cover their personal property and their condominium for any damage that might occur, or owners 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 must provide proof of insurance annually to the Manager. Email a copy of the insurance policy summary page to BHHAacctg@gmail.com.**

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

- a) All units must have an approved fire extinguisher in place that is in working condition.
- b) Check to make sure that the smoke alarms are working properly (contact Manager for a spray to activate alarm if unsure).
- c) Management has the right to enter all condos to ensure that all fire extinguishers and smoke alarms are in working order.

7.11 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. Garage doors are to be kept closed except when the owner is in attendance.

## SECTION 8 - PETS

8.1 Owners must register their pet with the Manager. Pets must not be kept, bred, or maintained for any commercial purpose.

8.2 Lessees, renters and guests must comply with the same rules for pets as the owners, Owners are responsible for notifying lessees, renters or guests of pet rules.

8.3 Rules for registered pets shall be as follows:

- a) 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. Homeowners must always have control of their pet. Any excrement dropped on the common area **MUST** be picked up and bagged and properly disposed of.
- b) All pets, litter boxes, cages, etc. must be kept inside the unit - not on porches, stairways, landings, or any other common area.
- c) Litter waste and other excrement must be properly bagged and placed in the trash disposal bins.
- d) Continual barking or howling will be considered disturbing the peace.
- e) Pets running unattended in the complex will result in the Manager calling animal control at the owner's expense.

8.4 The procedure for registering a pet is as follows:

- a) Obtain Pet Registration Form from our website [www.BigforkHarborHOA.com](http://www.BigforkHarborHOA.com),
- b) Fill out the form completely,
- c) Read the rules regarding pets,
- d) Sign the pet registration form,
- e) Submit the form to the Manager.
- f) The Manager will retain the completed form and give a copy to the Unit Owner, lessee, renter, or guest.

8.5 Procedure to revoking pet privilege:

- a) First offense: A letter or email will be sent to the pet owner by the Manager outlining the rule violation and asking for compliance.
- b) Second offense: The pet owner will be requested to appear before the Board of Directors for a review of the rule violation.
- c) 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.
- d) 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.

8.7 Feeding certain wildlife such as deer, elk, and moose is illegal in Montana.

## SECTION 9 - REFUSE DISPOSAL

9.1 Trash bins in each of the two trash buildings are for **household and food waste only**. Cardboard boxes from food products such as cereal boxes, pasta boxes are considered household and food waste. Pizza boxes are considered household and food waste.

9.2 Large cardboard boxes such as Amazon boxes, boxes used to transport items from Costco or other vendors are not considered household and food waste. These boxes should be broken down and taken to the Flathead County green box cardboard recycle area. Cardboard boxes should not be left on the floor in either trash building.

9.3 Household and food waste must be placed in plastic bags before disposing in trash bins.

9.4 To reduce the volume of waste materials and refuse, use of trash compactor, if there is one in your condo, and your garbage disposal is recommended.



9.5 The disposal of items such as old furniture, appliances or quantities of moving cartons, boxes etc. is the responsibility of the individual owner. **Such refuse must not be placed in trash disposal areas.** Such items should be taken to the county green bin sites, to the county dump or have a service remove the items at the owners expense.

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

9.7 Trash bins are **NOT** to be used for construction trash. The contractor or owner **MUST** haul their construction trash away. Owners must make sure their contractors are aware of this rule.

## **SECTION 10 - MANAGEMENT / CONTRACTORS**

10.1 Association Management is 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 another designee. Condo 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 Management or Contractors are hired to do projects and landscaping. Any homeowner who volunteers their services are acting at their own risk. The Association will not be responsible for any injury suffered or caused by the homeowner, or any damage to property resulting from the homeowner's service.

## **SECTION 11 - RENTALS AND GUESTS IN OWNER'S ABSENCE**

11.1 Transient rental of units is not allowed per BHHA legal documents. Each owner may rent his condo for a single period of two weeks or less in a calendar year. After the two-week rental, all other rentals must be for a minimum of one month for the remainder of that calendar year. A renter information form can be found on [www.BigforkHarborHOA.com](http://www.BigforkHarborHOA.com). Return the completed form to [BigforkHarborCondosManagement@googlegroups.com](mailto:BigforkHarborCondosManagement@googlegroups.com).

11.2 The unit owner **MUST** provide the Manager with the names, email addresses, phone numbers, rental period, vehicle description and license plate information and any other pertinent renter / lessee information. A rental form is on our website, [www.bigforkharborhoa.com](http://www.bigforkharborhoa.com), that should be completed and sent to [BigforkHarborCondosManagement@googlegroups.com](mailto:BigforkHarborCondosManagement@googlegroups.com). The form can be obtained from the Manager or a Board member.

**11.3** Owners will be held responsible for notifying guests and lessees of the Rules and Regulations in effect. A copy of the current Rules and Regulations should be placed in an accessible location in the condo.

11.4 Lessee's will utilize the assigned unit parking spot or register as a Guest parking for more than 7 days (section 4.11).

11.5 Sub-leasing of a unit is not permitted.

11.6 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. Violations by guests or lessees will be assessed to the unit owner. The unit owner's obligation and responsibility are with the Association

11.7 Unit owners must 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.

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

11.9 Any requirements for notice as set forth in this Section do not create liability on the part of the Management or the Association for any loss, damage or injury resulting from acts or omissions by a unit owner, guest, lessee or renter.

## **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 new 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. Send an email to [BigforkHarborCondosManagement@googlegroups.com](mailto:BigforkHarborCondosManagement@googlegroups.com)

13.2 Any complaint that cannot be resolved by the Manager will be referred to the Board of Directors.

## **SECTION 14 – BOATS AND SLIPS**

14.1 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.

14.2 Boat slips are assigned to owners as limited common elements and may not be transferred separately from a unit. Current boat slip 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. With the permission of the slip assignee, the Manager or Board will reassign slips that are not being used by the current assignee to another owner for use for one season only.

14.3 No boat should exceed the size of the dock more than 3' or impedes another owner from using their dock.

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

14.5 Children are to always be supervised on or around the docks and must wear an approved life jacket.

14.6 A life ring is provided at the clubhouse firepit for emergency use.

14.7 Condominium property is not to be used for storing, cleaning, or repairing watercraft.

14.8 Owners may store their own boat in their garage.

14.9 Docks must not be used for storage.

14.10 Boats may be cleaned in the immediate area of the boat ramp when loading on owner's trailer.

14.11 Boaters must clean up their litter or debris prior to leaving the area.

14.12 Owners will be sent an annual Boat Slip Usage Form which asks for slip usage information along with their boat registration information and proof of insurance. A season "Sticker" will be returned and MUST be affixed to the boat driver's upper side window, prior to the launching of their boat. If management does not receive the form by May 1<sup>st</sup> of each year the slip assignee will be deemed to have given permission to reassign slip usage for that season and the Board may reassign the slip to another resident.

14.13 A boat that is docked in a BHHA slip for more than 24 hours without having provided all documentation and posting an annual Sticker will incur an automatic \$50 fine. The fine will be assessed to the assigned slip's condo owner (new rule beginning in 2024).

14.14 Boats may be moved to a local marina at the owner's expense. A boat slip assignee that fails to move or remove a boat **WITHIN 48 hours of notification, will have their boat moved to a local marina AND** will have fines assessed of \$500.00 to \$1,000.00, where the amount of the fine will be at the Board's discretion. **The cost of the move and fine will be invoiced to the condo owner of the assigned slip. The cost of the marina for the release of the boat owner's expense.**

14.15 Repair of any damage to a dock, such as removal of cleats, damage to bumpers, damage to the dock itself will be at the owner's expense. The cost of repairs to the dock along with any fine will be invoiced to the condo owner of the assigned slip. Fines of \$500.00 to \$1,000.00 may be assessed, where the amount of the fine will be at the Board's discretion based on the severity of the damage.

14.16 Anyone causing damage to the shoreline, or adjacent areas will be responsible for the cost to repair such damage and be fined \$500.00 to \$1000.00, where the fine will be at the Board's discretion.

## **SECTION 15 - CLUBHOUSE**

15.1 The clubhouse and its facilities are for the use of Bigfork Harbor residents and their guests. Access is via security code.

15.2 The clubhouse, including decks/patios, kitchen, and the exercise facility including the sauna are no smoking areas.

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.

15.4 Persons wearing bathing suits or other wet apparel are not allowed in the clubhouse other than to use the restrooms. Entrance to the restrooms from the pool area is through the outside south door. Shoes must be worn in the clubhouse at all times.

15.5 Organized groups such as a 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 by entering the owner name and beginning / ending times on the calendar in the clubhouse kitchen.

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

15.8 The clubhouse must be left in a clean and satisfactory condition. Reservation of the clubhouse **does not extend to the deck/patio area** outside the clubhouse. The deck/patio area shall remain open to all residents. If the clubhouse is left in a condition different from when they arrived, a cleaning fee will be levied on the owner (see Section 20.2 d of this document).

15.9 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 his unit.

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

15.11 The Manager may at any time restrict or forbid the use of the outside fire-pit and/or the Association's grill if, in their judgement, fire season conditions or other extenuating circumstances, such as high winds, so warrant.

## **SECTION 16 - SWIMMING POOL AND SAUNA**

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

16.2 The pool and pool area will normally be open from 8:00 a.m. to 10:00 p.m. These hours are consistent with the quiet hours.

16.3 The pool is a no smoking area.

16.4 Use of the pool and sauna is limited to residents owners, lessees, and their guests.

16.5 Children under 14 years of age must always be accompanied by a responsible adult. Pool Policy is open swim at all times.

16.6 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.

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

16.8 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.

16.9 Appropriate swimming attire must be worn.

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

16.11 Glass containers are not allowed in pool, pool area and sauna.

16.12 For the safety and peaceful enjoyment of all, be respectful toward all swimmers. No running or screaming is allowed in the pool area. Limit cell phone use as well.

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

16.14 The pool or the pool furniture may not be reserved by individuals or removed from the pool 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 the pool is at swimmer's own risk. Bigfork Harbor Homeowners Association does not assume any liability for injuries or damage to personal property.

16.18 Swimming pool gate must always remain closed.

16.19 The sauna is available 24 hours a day. Children are not allowed in the sauna.

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

16.20 Please remember that Bigfork Harbor is not a resort, so take all your items and trash with you when you leave the pool and sauna area. There is no one to clean up after you leave.

## **SECTION 17 - FISH CLEANING STATION AND FISHING**

17.1 The Fish Cleaning Station is for the use of residents and their guests. Fishing at Bigfork Harbor is for residents and guests must be accompanied by the resident.

17.2 Fish Station Usage Process:

- a) Turn the water on.
- b) Turn on the disposal,
- c) Slowly insert fish parts,
- d) Do NOT insert large fish heads or skins,
- e) Continue to run until all parts are gone,

- f) Turn the disposal off then turn off the water,
- g) Clean up with brush.,
- h) Do not use rags,
- i) If disposal stops working, call the Manager right away.

**SECTION 18 - ABSENTEE WINTERIZING OF YOUR UNIT / RETURN PROCEDURE**

18.1 When absent for more than two days, **homeowners must shut off their main water valve regardless of the time of year.** Manager will inspect each unit for compliance every fall / winter.

**18.2 It is critical that anyone that uses your condo understands and follows the winterization and returning procedures.**

18.3 Winterization procedures:

- a) Set the heat temperature to a minimum of **55 degrees in every room including all bathrooms and kitchen.**
- b) Turn off hot water heater circuit breaker.
- c) Turn off the main water line valve (usually located in utility room or hall closet).
- d) Open all faucets.
- e) Let the water drain until it stops.
- f) Make sure all windows, skylights, and vents are shut.
- g) Open doors to bathroom, laundry room, and bedroom and doors under sinks.
- h) Keep objects away from wall heaters.
- i) 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.

18.4 When returning:

- a) **Open all faucets.** (If your faucets are closed, your dishwasher connection may be the first water connection to break loose from the water pressure when the water is turned on!)
- b) Turn on the main water line valve.
- c) Turn on hot water heater circuit breaker.
- d) Check for any leaks around dishwasher, sinks, toilets, tubs, valves, or skylights.
- e) Set unit heat to your preference.
- f) Notify Manager you have returned.

**SECTION 19 - MONTHLY OR SPECIAL ASSESSMENTS**

19.1 Monthly homeowner assessments are due on the 4<sup>th</sup> of each month. A homeowner will be notified by e-mail if they are 15 days past the due date.

19.2 Special Assessments are due on the date specified by the Board of Directors and are stated on the Special Assessment invoice.

19.2 Assessments that are more than 30 past the due date are subject to a late fee equal to 10% of the assessment, plus interest at a rate of 10% annual interest.



19.3 If an owner has unpaid assessments, either standard monthly assessments or a special assessment, that are **over 90 days past the due date**, a lien against the property for the delinquent dues, penalties, and interest, filing fees and attorney fees will be filed with Flathead County.

19.4 If there is a reason that an owner cannot meet the assessment payment schedule, contact the BOD Treasurer to request a modified payment schedule.

## **SECTION 20 – RULES ENFORCEMENT AND FINES**

20.1 Management, working under the direction of the Board of Directors, is responsible for enforcing all rules. All owners, lessees, and employees are asked to report rule violations in writing to the Management via email to: [BigforkHarborCondosManagement@googlegroups.com](mailto:BigforkHarborCondosManagement@googlegroups.com)

20.2 Enforcement procedures and fines:

- a) For infractions of rules concerning sauna, swimming pool, signs, parking, exterior of building, interior of buildings, and pets, a notice of rules infraction letter will be sent to the offenders, with a copy to the Unit Owner if the occupant is a lessee or guest. Owners, guests, or lessee are expected to correct the infraction within 5 days of receiving notice.
- b) In instances where pool or sauna rules are not followed, the offenders will be asked to leave immediately. Some examples are: a dog is brought into the pool area; guests are at the pool or sauna not accompanied by the resident; guests or residents using the pool outside of posted hours.
- c) If there is a second offense or if the original infraction has not been corrected within the specified time, a fine of up to \$250.00 may be assessed to the Unit Owner by the Board of Directors. Additional fines can be assessed up to \$500.00 per offense at the Board of Directors discretion.
- d) If the clubhouse is left in a condition different from when the resident arrived, a call will be made to the owner letting the owner know that there is an issue. If the owner does not return the clubhouse to its original condition within 24 hours, a cleaning fee of \$75.00 will be levied on the unit owner.
- e) 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 to recover costs. Unit owners who prolong paying for damage through legal means will also be assessed attorney fees paid by the association during such process.

- f) For rules involving lessees or guests, the owner will be advised of the violation and appropriate action will be taken as set forth above.
- g) Short Term Rentals that do not comply with BHHA rental policy (no more than one two-week or less rental period in one year) will be fined \$1,000.00 for the first violation. Each additional violation will increase by \$1,000.00 (example, 3rd incident fine will be \$3,000.00)
- h) 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.
- i) Any warning, notice of violation, or fine may be appealed in writing to the Board of Directors within ten (10) days after the date of the warning, notice of violation, late fee or fine, and a decision of the majority vote of the Board of Directors will be final.

**NO RESTRICTIONS, CONDITION, OBLIGATION OR PROVISION CONTAINED IN THESE RULES AND REGULATIONS SHALL BE DEEMED TO BE ABBROGATED OR WAIVED BY REASON OF ANY FAILURE TO ENFORCE THE SAME, REGARDLESS OF THE NUMBER OF VIOLATIONS THEREOF WHICH MAY OCCUR. SIMILARLY, ANY FAILURE TO ENFORCE THE PROVISIONS OF THE RULES AND REGULATIONS SHALL NOT BE DEEMED TO BE A WAIVER.**