

**BIG SKY HIDDEN VILLAGE OWNERS ASSOCIATION**  
**RULES AND REGULATIONS**  
**2019 REVISIONS**

EMERGENCY PHONE NUMBER	911
HAMMOND PROPERTY MANAGEMENT OFFICE PHONE	(406) 995-7220
AFTER HOURS EMERGENCY PHONE	(406) 581-7045

**Common Elements and Architectural Change Policy**

Any request for improvement or alteration of any unit or any portion thereof, or any minor or technical infringement upon the common elements, shall be considered by the Board only upon advance written application by or on behalf of the unit owner which complies with the following minimum standards:

- (1) Written information will be provided to the Board, in sufficient detail and in a form, which in the opinion of the Board, will readily allow the evaluation of the proposal's impact upon the common areas and all other units.
- (2) No improvements may substantially impair the general areas, nor may such improvements hinder or infringe upon the lawful rights of other unit owners.
- (3) All proposals for improvements or alterations which could potentially impact upon the integrity of any structure shall be accompanied by drawings or a statement of analysis stamped and signed by a licensed architect or structural engineer.
- (4) All improvements or alterations shall comply with all applicable governmental regulations, and shall be designed, installed and constructed in full compliance with the most recently published versions of the Uniform Building Code, Uniform Plumbing Code, Uniform Fire Code and National Electrical Code. The unit owner shall provide certification satisfactory to the Board that such compliance has been achieved. The unit owner agrees that the Board may employ independent qualified professionals to verify such compliance during any phase of the project, where required in the opinion of the Board, and that the expense of such verification shall be borne by the unit owner.
- (5) The unit owner agrees that, should the improvement or alteration be determined to adversely impact the common elements, the improvement or alteration shall be promptly removed and the common elements restored to their original state, at the unit owner's expense.
- (6) The unit owner agrees that the Board has the right to deny any application, or to require that any completed improvement or alteration be removed which, in the Board's opinion, constitutes a safety hazard or unduly infringes upon or otherwise impairs the lawful rights of other unit owners.

## COMMON ELEMENT RULES

*The following rules are distributed by the Hidden Village Owners Association in accordance with the Condominium Declaration and as an information service to owners and guests. Please enjoy your stay in Hidden Village, and facilitate others' enjoyment by the observation of the following common element rules. Please direct all questions about these rules to the Association at the phone number listed above. Thank you for your cooperation.*

### **FIRE SAFETY**

Due to potential fire hazards, **the Association prohibits the operation of any non-propane grill on wood decks or beneath building eaves and prohibits all fireworks, outdoor fires, and outdoor patio heaters.** Please do not leave operating fireplaces unattended or place fireplace ashes in nonmetallic containers. **Ashes may be disposed of in the compactor when completely extinguished.** Be safety conscious; locate the fire extinguishers and identify emergency exits before they are needed.

### **VEHICLES AND PARKING- SEE PARKING REGULATIONS FOR DETAILS**

**All vehicles must be parked in a garage, driveway or paved parking site.** Parking or driving on lawns or grounds is prohibited. **Only two parking spaces per unit and open parking in areas not in front of a unit.** Trailers, campers, motor homes, popups, etc., may be parked only within a closed garage within Hidden Village, except that if you notify management in advance **and display a pass on dashboard of vehicle,** you may park them in front of your unit for loading and unloading for a 24-hour period. Long term "storage" parking of any vehicles may be only within a closed garage. Off-site parking for long term or oversized vehicles is available within the Big Sky area. All of our streets are designated as "Fire Lanes" so there is absolutely no street parking at any time. The Association will attempt to notify violators when possible prior to towing improperly parked vehicles. Towing shall be at the expense of the vehicle owner.

### **TRAFFIC AND RULES**

Please observe all traffic signs and the **20 mph speed limit** within the complex. The operation of snowmobiles, ATVs or other motorized vehicles not licensed for public roads is prohibited within Hidden Village.

### **PET CONTROL**

All dogs or other pets must be on leash whenever outside a unit. Pets may not be chained or housed on common elements. Clean up and properly dispose of any *accidents* on lawns, drives or other developed areas.

### **NOISE CONTROL**

**Loud noises are prohibited within the complex between 10 p.m. and 8 a.m.**

### **GARBAGE AND TRASH COMPACTOR**

**HIDDEN VILLAGE HAS A COMMUNITY COMPACTOR FOR HOUSEHOLD TRASH. OBSERVE ALL OF THE RULES TO MINIMIZE PROBLEMS WITH THE COMPACTOR, AND NOTE THAT THERE IS VIDEO SURVEILLANCE OF THE COMPACTOR AREA:**

Put only BAGGED HOUSEHOLD TRASH into the compactor and TIE THE BAGS.

BREAK DOWN all empty boxes before you put them into the compactor. Boxes tend to catch in the mechanism, making it inoperable.

Do not try to jam in trash when the hopper is already full. If it is full, notify management.

Do not leave any items outside the compactor.

The compactor mechanism is not designed to compact things like furniture, construction materials, or other large items, and putting them into the compactor will jam it. If the compactor jams, the receptacle must be replaced. The replacement cost of \$550.00 will be charged to the offender.

If a HV owner notes usage by non-HVOA individuals, please report license number, date and time of the incident to HV management.

#### ***STORAGE ON GROUNDS***

Any **storage of any item on the common elements or grounds without prior written consent of the Association is prohibited** and is subject to removal without notice at the owner's expense. This includes, for example, sporting equipment, **firewood**, tools, snowmobiles, and ATVs.

#### ***PROPANE TANK INSTALLATION***

Propane tank installation is an option for buildings who do not currently have service. A request must be made to the BOD for installation. If all unit owners in building do not want propane, the total cost will be split between those receiving service. If an owner wants propane in the future, the installation cost should be proportionally reimbursed to owners who paid for the install.

#### ***DECLARATION***

The Condominium's Declaration restricts certain uses and alteration or modification to the common elements, which includes grounds, buildings and recreational facilities. Please refer to the Declaration or contact the Manager or any member of the Board if you need additional information concerning restrictions or provisions of the Declaration.

### **Financial Policies**

#### **Assessment Delinquency**

Quarterly assessments become due on January 1, April 1, July 1 and October 1. Any account for which payment has not been received by the last day of the billing month (January 31, April 30, etc.) is delinquent. Delinquent accounts shall be subject to late payment service charges, assessed at \$25 per month, and interest upon the outstanding account balances, assessed at 1½% per month (18% APR). The Association's accountant shall apply such penalties and interest to all delinquent accounts.

Owners may make written petition to the board for waiver of service charges and/or interest, and the board will consider such request. Upon proper resolution, the board may waive, modify or uphold the applied interest and service charges. The Board may exercise its discretion to waive interest and service charges where such action is clearly appropriate and supportable, is in accord with good financial and management practice, and does not involve an amount which is material in relation to the total account nor penalties or interest for more than one month.

### Notices / Demands

Any account which is delinquent for ninety (90) or more days shall be issued a demand for payment by certified mail, return receipt requested. The demand shall set forth the amounts due and owing, and provide notice of the Association's intent to record a lien upon the unit if the amounts due are not paid within thirty (30) days. The recording of a lien shall be routinely initiated by the Treasurer or others unless otherwise directed by board action. Once recorded, a copy of the lien shall be provided to the owner of record.

The actual costs of filing and collection shall be assessed to the delinquent account.

### Action for Collection

Any delinquent account shall be subject to collection action after thirty (30) days of filing of lien. Referral to counsel for suit or foreclosure action shall be made upon board approval. The delinquent account shall be subject to all legal fees and associated costs of collection.

### Returned Checks

Any account for which a presented check is returned by the bank for insufficient funds or other reason shall be subject to a charge of \$50. A late payment service charge and an unpaid check charge shall not both be assessed in the same month. Such exemption shall not affect the assessment of interest upon the outstanding account balance.

## **POLICY ON THE IMPOSITION OF FINES**

The Condominium Declaration defines the need to establish rules and regulations for conduct, behavior, and use of the common elements, and such rules and regulations have been adopted by the Association. The Association membership has stated that enforcement of these rules and regulations is necessary for the common benefit and tranquility, and has directed that a schedule of fines be established which may be imposed upon the account of any unit upon repeated violation of the published rules of the Association. The following policy has been adopted by the Association, effective March 7, 2008.

1. Fines may be assessed upon a unit owner in the case of a second or later detection of an infraction of the published Association rules and regulations. A written warning shall be issued to the unit owner of record upon the initial detection of an infraction.
- 2. Any violation of a published rule by a unit owner, his guests, invitees or agents shall subject the unit owner of record to potential fine. Commission of a violation by a guest, invitee or agent of the unit owner shall not relieve the unit owner of responsibility or obligation. The specific responsibility for the notification of guests, invitees and agents as to the rules and regulations of the Association shall rest with the unit owner.**
3. The unit owner of record shall be given written notice of any fines assessed. Upon written notice to the owner, the assessed fine shall be applied to the account of the unit and billed as a special assessment on the next monthly statement. Standard delinquency and collection policies of the Association shall apply to such assessments.
4. Fines shall be assessed in the amounts of \$100 or \$250 per violation or per day of continuing violation. The following are the current fine amounts. These amounts may be modified by

proper Board resolution to reflect changes in published Association rules or to aid in enforcement.

HVOA Rule	1 <sup>st</sup> Violation	2 <sup>nd</sup> Event	3 <sup>rd</sup> Event	Additional
Fire safety rules	Written warning	\$100	\$250	\$250
Illegal parking*/traffic rules	Written warning	\$100	\$250	\$250
Pet control**/noise rules	Written warning	\$100	\$250	\$250
Garbage/pool rules	Written warning	\$100	\$250	\$250
Storage on ground rules	Written warning	\$100	\$250	\$250
Other Declaration provisions	Written warning	\$100	\$250	\$250

\* Fines may be assessed in addition to Association ordered towing of vehicles at vehicle owner's expense.

\*\* Fines may be assessed in addition to Association ordered impoundment of pets by the Gallatin County Animal Control Unit.

5. Fines will be assessed by the Association Manager or by the Board of Directors.
6. Any unit owner assessed a fine may make a written appeal to the Board. Upon receipt of a written appeal of an assessed fine, the Board shall consider such appeal in open session at its next regular business meeting, and acting upon proper resolution may waive, modify or uphold the levied fine.

### **POOL AREA RULES**

In conformance with membership directives and state regulatory and statutory requirements, the following rules governing the use of the Hidden Village swimming pool, hot tub, sauna and associated facilities have been established. These rules were adopted to ensure the health, safety and common enjoyment of all users. Violations of these rules are subject to fine and/or suspension of use privileges. Please note that the pool area is under video surveillance.

#### **NO LIFEGUARD**

**No lifeguard is on duty at any time. All persons using the pool and adjacent facilities do so at their own risk. In case of emergency, dial 911, using the available public phone.**

#### **Operating Seasons**

Summer            Memorial Weekend through Labor Day Weekend (*weather permitting*)  
 Winter            Thanksgiving Day through mid-April (*weather permitting*)

#### **Operating Hours**

Summer            9:00 AM - 10:00 PM (*9-10:30 AM Lap swimmers have priority*)  
 Winter            12:00 PM - 10:00 PM Hot Tub & Sauna (*Pool Closed*)

#### **Access**

Access to the pool and associated facilities shall be by means of the pool gate. The gate shall remain closed for security and safety reasons, and all entries shall be by means of authorized use of Association issued keys, cards or combination codes.

#### **Use**

The pool and adjacent recreation facilities are for the exclusive use of Hidden Village owners, unit renters, and owner-escorted guests. Children 14 and under must be accompanied at all times by a parent or adult guardian.

## **Health & Safety**

All users are required to shower fully before entering the pool or hot tub. Persons with lesions or communicable diseases are barred from use of the pool and adjacent facilities.

No pets or animals allowed within the pool area or recreation building.

You may NOT bring glass into the pool area. This includes containers, bottles, dishes, cups, and glasses — anything made of glass. If you are observed by management — either in person or on video — with glass in the pool area, you are subject to fines as per the fine schedule.

No smoking allowed within the pool area or the recreation building.

Bikes, skates, toys and all other items which could constitute hazards are not allowed within the pool area.

## **Behavior**

Proper attire is required at all times. Changing clothing is permitted in restrooms only.

No running, diving, horseplay or excessive noise allowed within the pool area.

## **Recreational Building Usage Policy**

The HVOA Recreation Building and its adjoining facilities are solely for the use of HVOA owners, their individual unit renters, and their accompanied guests. The HVOA recreational facilities are not available for commercial or other non-HVOA use.

Only HVOA members may reserve the Recreation Building's meeting room/kitchen facilities for their exclusive use for private gatherings or parties. Reservations requested on behalf of non-members or third persons will not be accepted. Reservations may be for any available day between 8:00 am and 12:00 midnight, on a first-reserved basis. Such reservation shall become effective upon receipt of the use fee and cleaning deposit. Requests must be addressed to the HVOA manager or Association at least 48 hours prior to the desired date. The HVOA manager will open and close the facility for the reserving member. Use of recreational facilities other than the meeting room/kitchen shall be on a non-exclusive basis only.

A fee of \$50 **per day** shall be charged by the Association for the use of the meeting room/kitchen facilities. A cleaning / damage deposit of \$200 shall be required with the request for all exclusive use reservations of the meeting room/kitchen facilities. Such deposit shall be forfeited if the meeting room/kitchen area and any other impacted facilities are not fully cleaned and restored to satisfactory condition before 12 noon of the day following use. Such deposit shall be applied to the cost of repairing any damage. In all cases, HVOA members retain responsibility for the conduct and compliance of their guests and renters with the Association's applicable rules and policies and bear all liability for damage or loss. **All profits are to be used for maintenance of the building.**

Please note that the HVOA Recreation Building and its adjoining facilities are under video surveillance.