

BIG SKY COMMUNITY
RULES AND REGULATIONS
(Revised May, 2021)

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I. Membership Information

Big Sky ('Association') offers many advantages to the homeowner. In order to protect and preserve these benefits, certain limitations and restrictions are placed on Members of the Association.

The Association is a California non-profit Association consisting of those Owners of residences within the ultimate boundaries of Big Sky.

The purpose of the Association is to ensure that the Common Area will be maintained in an attractive manner and will be available for the enjoyment of all Members. Your automatic membership in the Association provides a membership base to share the costs of maintaining the community now and in the future.

The attached Community Rules and Regulations and Regulations have been developed with consideration given to providing each Member with the greatest enjoyment of the

facilities without infringing on other Members and their rights to quiet enjoyment of their homes and community.

Although these Community Rules and Regulations and Regulations support the Declaration, they do not cover the entirety of the document. Please be sure to read the Declaration carefully.

II. GENERAL GUIDELINES

A. COMMON AREA RULES AND REGULATIONS

- I. No noxious or offensive trade activity shall be carried on upon any Lot, or on any part of the Covered Properties nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owner's respective Lot, or which shall in any way increase the rate of insurance
2. Any damage to the Common Properties, personal Properties of the Association, or Properties of another Owner caused by such persons shall be repaired at the sole expense of the Owner where such persons are residing or visiting.
3. Any use of the Covered Properties by any Owner or Invitee (a) in violation of the terms of the Declaration, or (b) in violation of any applicable law or ordinance, shall be deemed a nuisance.

B. USE AND OCCUPANCY OF RESIDENCES

- I. Any agreement for the leasing or rental of a Lot shall provide that the terms of such lease shall be subject in all respects to the provisions of the Declaration, the Articles, the Bylaws, the Community Rules and Regulations and any applicable agreements between the Association and any Federal Agencies.
2. Said lease shall provide that any failure by the lessee to comply with the terms of the foregoing documents shall be a default under the lease.
3. All leases shall be in writing. Any Owner who shall lease his/her Lot shall be responsible for assuring compliance by such Owner's lessee with the Declaration, the Articles, the Bylaws and the Community Rules and Regulations.
4. No Lot shall be leased for transient or hotel purposes, which shall be defined as rental for any period less than thirty (30) days or any rental whatsoever, if the occupants of the Lot provided customary hotel services such as room service for food and beverage, maid service, furnished laundry and linen and bellboy service.
5. No portion of the Covered Properties shall ever be used or caused to be used or allowed or authorized to be used in any way, directly or indirectly, for any business,

commercial, manufacturing, mercantile, storage, vending, or any other non-residential purposes including any activity for which the provider is compensated or receives any consideration regardless of whether the activity is engaged in full or part-time, generates or does not generate a profit, or requires or does not require a license. This does not preclude offices operated by the Association or any of the above-described activities provided that:

- (a) the activity complies with the law;
- (b) the patrons or clientele of the activity do not visit the Lot or park automobiles or other vehicles in the Properties;
- (c) the existence or operation of the activity is not apparent or detectable by sight, sound or smell from outside the boundaries of the Lot;
- (d) the activity does not increase the Association's liability or casualty insurance obligation or premium; and
- (e) the activity is consistent with the residential character of the Properties and the Declaration

C. TENANT RULES

1. The Owner shall have the responsibility to acquaint their tenants and guests with the Association's Declaration.
2. For the purpose of these Community Rules and Regulations, a tenant shall be defined as anyone in possession of all or part of an Owner's residence in exchange for any sort of consideration.
3. The Owner will, at all times, be responsible for his or her tenant's compliance with all of the provisions of the Association's Declaration. Penalties and other actions to correct violations will be assessed against the Owner even though tenant committed the violation.
4. The Owner is solely responsible for payment of assessments. Owners cannot delegate this responsibility to their tenants. Failure to pay the assessment will result in a notice of lien and potentially, foreclosure.

D. GARBAGE AND REFUSE DISPOSAL

- I. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere within the Covered Properties, except in sanitary containers located in appropriate areas screened from view, and no odor shall be permitted to arise there from so as to render the Covered Properties or any portion thereof unsanitary, unsightly, or offensive from any public or private street or from any other Lot in the vicinity thereof or to its occupants.
2. Trash containers shall be exposed to view only when set out for a reasonable period, (not to exceed twelve (12) hours, as stated in the CC&Rs), before and after scheduled trash collection hours. Trash containers must also be set on the street at curb, not on sidewalks or driveways.

3. All weeds, rubbish, debris, or unsightly material or objects of any kind shall be regularly removed from the Lots and shall not be allowed to accumulate thereon.

4. All clotheslines, refuse containers, trash cans, woodpiles, storage areas, machinery and equipment shall be prohibited upon any Lot unless obscured from view of adjoining streets or portions of the Covered Properties from a height of six (6) feet or less. Any fence or screen shall comply with any standards established pursuant to the Architectural Design Guidelines.

E. NUISANCES

I. Noxious or offensive activities are prohibited on the Properties and on any public street abutting or visible from the Properties.

2. Alarm devices used exclusively to protect the security of a Lot or Common Area, and its contents, shall be permitted, provided that such devices do not produce annoying sounds or conditions as a result of frequently-occurring false alarms.

3. Noisy, unsightly, unusually painted or smoky vehicles, large power equipment and large power tools (excluding equipment used in connection with ordinary landscape maintenance), off road motor vehicles, motor-powered skateboards, razor scooters, mini-bikes, etc., or items which may unreasonably interfere with television or radio reception to any Lot, and objects which create or emit loud noises or noxious odors may not be located or used in the Properties or on any public street abutting the Properties, or exposed to the view of other Owner without the Board's prior written approval.

4. No Owner may permit or cause anything to be done or kept on the Properties or on any public street abutting the Properties which may increase the rate of insurance in the Properties or result in cancellation of such insurance.

5. Each Owner shall comply with all laws regarding occupancy and use of a Lot.

6. No plants or seeds infected with noxious insects or plant diseases may be brought upon, grown or maintained on the Properties.

F. PARKING RULES

1. Parking within fifteen (15) feet of any fire hydrant within the Properties shall at all times be prohibited.

2. The applicable Public Agency shall be allowed to impose and enforce all provisions of the applicable California Vehicle Code sections or local ordinances within the Properties.

3. "Authorized Vehicles" may be parked in any portion of the Properties intended for parking of motorized vehicles; however, no Owner may park a vehicle in a manner which the Association determined either restricts the passage of pedestrians or vehicles over driveways, streets or sidewalks or extends beyond the limits of the space where the vehicle is parked.

4. "Authorized Vehicles" are standard passenger vehicles including automobiles, passenger vans designed to accommodate ten or fewer people, motorcycles, and pick-up trucks having a manufacturer's rating or payload capacity of one ton or less.

5. "Prohibited Vehicles" are (a) recreational vehicles (motor homes, travel trailers, camper vans, boats, etc), (b) commercial-type vehicles (stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines), any truck or van with a manufacturer's rating of up to and including one ton, with commercial lettering or utility bodies of any kind, and any truck or van of any kind that is more than one ton, (c) buses or vans designed to accommodate more than ten people, (d) vehicles having more than two axles, (e) trailers, (f) inoperable vehicles or parts of vehicles, (An inoperable vehicle is any vehicle that cannot be immediately, legally driven on the streets, including any vehicle that does not have current registration and license plates.) (g) aircraft, (h) any vehicle or vehicular equipment deemed a nuisance by the Board (motor powered skateboards, razor scooters, mini-bikes, etc.), and parked, stored or kept on any public or private street in, adjacent to or visible from the Properties or any other Common Area parking area.

6. If a vehicle qualifies as both an Authorized Vehicle and a Prohibited Vehicle, then the vehicle is presumed to be a Prohibited Vehicle, unless the vehicle is expressly classified as an Authorized Vehicle in writing by the Board.

7. Subject to the restriction on Prohibited Vehicles, all vehicles owned or operated by or under the control of an Owner or a resident of an Owner's Lot and kept in the Properties must be parked in the garage of that Owner to the extent of space available.

8. Each owner shall ensure that their garage accommodates at least the number of Authorized Vehicles for which it was originally constructed.

9. No maintenance or restoration of any vehicle may be conducted on the Properties except in an enclosed garage when the garage door is closed, provided such activity is not undertaken as a business and provided that such activity may be prohibited entirely by the Board if the Board determines that it constitutes a nuisance.

10. Unless parked in a garage, recreational vehicles cannot be parked anywhere on the Properties and must be parked in designated recreational vehicle storage areas located outside the Properties. Recreational vehicles and equipment owned and rented by an Owner may be parked in front of said Owner's Lot (and not in front of any other Lot) for a maximum of forty eight (48) hours for the sole purpose of cleaning, loading and/or unloading such recreational vehicle or equipment immediately prior to or after the use of such recreational vehicle or equipment for recreational purposes. No overnight occupancy will be permitted.

11. No oil, fuel, lubricant, or other automotive liquid, shall be dumped or spilled on the Covered Properties, or disposed of or stored in any way which would permit same to

enter any drainage device servicing the Properties, or leaking onto the ground of the Properties.

12. The foregoing restrictions shall not be deemed to prevent temporary parking for loading or unloading of vehicles or washing and polishing and those activities normally incidental to washing and polishing of vehicles.

13. Temporary parking of vehicles belonging to guests of Owners and commercial vehicles being used in the furnishing of services to the Association, or any Owner and parking of vehicles belonging to or being used by Owners for loading and unloading purposes shall not be subject to the foregoing restrictions.

14. No garage doors shall be permitted to remain open except for temporary purposes (including, as reasonably required for ingress to and egress from the interiors of the garages.) Garages shall not be used for any living, recreational, business or other purpose, including, without limitation, storage (other than incidental storage) which will prevent the parking of the number of vehicles within such garage for which the garage was constructed.

15. [Added by board vote at January, 2019 HOA meeting:] All vehicles parked within the Association, whether in a driveway or on the street, must be kept in a reasonably clean condition, free of excessive dirt, cobwebs, leaves and other debris.

G. SIGN & HOLIDAY DECORATION RULES

1. Subject to Civil Code Sections 712, 713 and Government Code Section 434.5, no sign, advertising device or other display of any kind shall be displayed in the Properties or on any public street in or abutting the Properties except for the following signs:

(a) Entry monuments, community identification signs, and traffic or parking control signs maintained by the Association

(b) For each Lot, one sign advertising the Lot for sale or lease that complies with the following requirements: (i) the sign is not larger than eighteen inches by thirty inches in size, (ii) the sign is attached to the ground by a conventional, single vertical stake which does not exceed two inches by three inches in diameter (posts, pillars, frames or similar arrangements are prohibited), and (iii) the top of the sign is not more than three feet in height above the ground level.

2. Signs or banners that endanger public health or safety or violate a local, state, or federal statute (i.e. hate crimes) may not be displayed.

Signs, banners or flags may not be displayed in the common area or on association Properties. Refer to Design Guidelines regarding rules for residential lots.

The following signage materials are prohibited: lights, roofing, siding, paving materials, flora, balloons or any other similar building, landscaping or decorative components, painting of architectural surfaces.

3. Holiday decorations may not be placed in view more than 30 days before the holiday and must be removed no later than 30 days after the holiday.

4. [Added by board vote at 3/15/18 HOA meeting] *Decoration of common area components by homeowners*: The board understands that homeowners may wish to extend holiday decorations to certain common area components adjacent to their lot, such as fences, mailboxes, etc. This is permitted with prior board approval, provided such decorations be installed and removed in accordance with rule #3, above. Also, the homeowner/resident installing such items is solely responsible for any damage caused. Any such affected common area component shall not be altered or modified by the homeowner in any way.

5. [Added by board vote at January, 2019 HOA meeting:] Signs supporting a political candidate or a ballot measure are permitted with the following restrictions:

- A. Signs may be no larger than 30 inches by 18 inches.
- B. Only one sign per candidate, or per ballot measure is permitted on any one lot.
- C. Political signs may not be posted earlier than 30 days before the election or primary.
- D. Political signs must be removed no later than 5 days after the election or primary.

6. [Added by board vote at January, 2019 HOA meeting:] No signs shall be attached to any poles, fences, monument signs (for sale signs, lost pet signs, garage/estate sale signs, etc.). Violations subject to the Association's fine schedule. (Reference section 2.4 of the CC&Rs for more information.)

H. PET RULES

1. A reasonable number of household pets (which for purposes hereof may include dogs, cats, and caged birds, hamsters, guinea pigs and rabbits) are permitted within the Properties, provided that the Owners of such pets comply with all applicable statutes and ordinances with respect thereto, and provided further that no such animals are kept, bred or maintained for commercial purposes. No other animals, livestock or poultry of any kind, shall be raised, bred or kept upon the Covered Properties for any reason whatsoever.

2. Any structures built for the care, housing or confinement of a pet must be approved by the Architectural Review Committee prior to construction taking place.

3. All animals permitted to be kept shall be kept on a leash when on any portion of the Properties except within a residential lot. No pet shall be left chained or tethered in front of a Separate Interest or in the Common Area.

4. Each and every Owner of any pet shall immediately clean, remove and dispose of all animal waste materials and shall dispose of same on their own Lot.
5. The Board shall specifically have the power to prohibit the keeping or maintenance of any animal, which, in the opinion of the Board, after Notice and Hearing, is deemed by the Board to constitute a nuisance to any other Owner in the sole and exclusive opinion of the Board.
6. Each person bringing or keeping a pet within the Project shall be absolutely liable to other Owners and their Invitees for any damage to persons or Properties caused by any pet brought upon or kept upon the Project by such person or by members of his or her family, his or her guests or Invitees.
7. Animals belonging to Owners or Invitees of any Owner must be kept within an enclosure or on a leash held by a person capable of controlling the animal.

BEST MANAGEMENT PRACTICES

1. Contractors, Owners and Tenants are responsible for maintaining the site in a neat and clean condition so that no pollutants are entering the street. Keep both dry and wet materials away from streets, gutters, area drains and storm drains. Do not store or place landscape and/or construction materials in any portions of the streets, sidewalks, parkways or common areas.
2. Schedule projects using concrete and related materials for dry weather, only mix as much fresh concrete as you will use, store bags of cement, plaster and other building materials under cover and out of the rain.
3. Solid waste debris from cement must be disposed of in the trash or hauled offsite. Don't rinse or sweep sediment or concrete wash water into streets or storm drain inlets.
4. Implement dry clean up methods and good housekeeping practices when cleaning up spills.
5. Never dispose of building materials by hosing them down the street, gutter, area drain system.
6. Dispose of excess slurry materials onsite whenever possible. Allow the water to soak into the ground and the solids to dry prior to disposal.
7. Dispose of small amounts of excess dry concrete, plaster, mortar and grout as directed on theft product labeling.
8. Sediment is the most common pollutant discharged from homes during landscape activities. Allowing sediment to be washed into storm drains is harmful to marine life.

Additionally, debris and sediment increases the risk of flooding by closing gutters and catch basins.

9. Keep all sediment, sand, mulch and gravel onsite away from the street, gutter, area drain system and storm drain.
10. Keep materials out of the rain by storing them indoors. If stored outdoors, securely cover material stockpiles of dirt, sand, etc. with plastic tarps.
11. Spread mulch, use sand or gravel bags or straw rolls on large areas to keep soil in place.
12. Place suitable barriers such as sandbags or filter fabric fencing along Properties or project boundaries to protect gutter, catch basin and channels from migrating dirt, sand or other debris.
13. Erosion Control:
 - i) Schedule large landscaping project for dry weather
 - ii) Stabilize erosion by planting fast growing annual and perennial grasses.
 - iii) Cover slopes using jute netting or other erosion control materials to keep soil in place.

When your new landscape is finished remember that irrigation runoff is also a major concern. When irrigating your lawn, ensure that the sprinkler system is watering the grass and not the pavement. Watering more frequently for shorter periods of time will help make certain the water goes into the ground and isn't just running down the street.

J. DRAINAGE AND IRRIGATION

1. Use adequate drainage and irrigation control. The construction or modification of Improvements should not result in ponding of water. The landscape irrigation system should be designed and operated to prevent excessive saturation of soils.
2. Drainage devices such as concrete ditches, area drain lines and gutters should be carefully designed and installed with professional assistance then maintained in an unobstructed condition.
3. Drainage devices installed by Declarant or Guest Builders and designed to serve more than one Lot or the Common Area should not be altered in any manner that will redirect or obstruct the Improvements and obstructions such as walls should not be constructed across scales unless adequate replacement drainage Improvements have been installed or created.
4. Planters should be lined with an impervious surface and should contain outlets to drain excess water.

K. COMMON AREA

I. The Common Area and its Improvements may not be altered without the prior written consent of the Board and of Declarant for so long as Declarant holds an approval right pursuant to Section 4.5.4 of the Declaration. In addition, any change proposed to be made

by the Board must be approved by the City if such change would conflict with the requirements of the Conditions of Approval or the Municipal Code.

L. FENCES AND WALLS

1. Fences and walls, including Property Walls, constructed by Declarant or a Guest Builder may not be altered or relocated without the approval of (i) Declarant so long as Declarant owns any Lot in the Properties or the Annexable Territory, and (ii) Declarant and the Guest Builder who constructed the fence or wall so long as such Guest Builder owns any Lot in the Property or the Annexable Territory, and (iii) the Design Review Committee. Any relocation of a fence or wall must be done in compliance with all requirements of the City. No gate may be installed in any fence or wall of a Residential Lot which would provide access from such Lot to (a) any Dedicated Open Space (as defined in Section 3.10 of the Declaration), or (b) any Common Area which is immediately adjacent to any Dedicated Open Space.

III. DEFINITIONS

(Refer to the Declaration, Section L Definitions and Interpretation for a complete listing of definitions) Common Area. Common Area means real or personal Properties designated by the Declarant as Common Area and therefore made subject to the restrictions on Common Area established in the Restrictions. Any references in the Declaration to Common Area are references to the Common Area as a whole and to portions thereof.

Declarant. Declarant means Shea Homes Limited Partnership, a California limited partnership, its successors and any Person to which it shall have assigned any of its rights by an express written assignment. Declaration. Declaration refers to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Big Sky.

Lot. Lot means any residential Lot or parcel of land shown on any Recorded subdivision map or Recorded parcel map of the Properties, except the Common Area owned in fee simple by the Association. Membership. Membership means the voting and other rights, privileges, and duties established in the Restrictions for members of the Association,

Owner. Owner means the Person or Persons, including Declarant or any Guest Builder, holding fee simple interest to a Lot. Each Owner has a Membership in the Association. The term "Owner" includes sellers under executory contracts of sale but excludes Mortgagees. The term "Owner" may be expanded in a Supplemental Declaration to include other Persons.

Properties. Properties are a "common interest development" and a "planned development." Any references to Properties are references to the Properties as a whole and to portions thereof. Residence. Residence means a dwelling unit designed and intended for use and occupancy as a residence by a single Family.

Restrictions. Restrictions means the Declaration, the Articles, Bylaws, Design Guidelines, Rules and Regulations, Supplemental Declarations and Notices of Addition.

Rules and Regulations. Rules and Regulations means the current rules and regulations for the Properties. Supplemental Declaration. Supplemental Declaration means an instrument which imposes conditions, covenants, or restrictions or reserves easements. A Supplemental Declaration may affect one or more Lots. A Supplemental Declaration may modify the Declaration as it applies to the Properties encumbered by the Supplemental Declaration.

IV. ENFORCEMENT GUIDELINES

ENFORCEMENT POLICY (Amended, March, 2021)

The Board has the right to take any and all lawful measures, sequentially or simultaneously, for a breach of the Governing Documents, including: (a) Filing an action in court (or commencing an arbitration) to enforce the Governing Documents; (b) imposing a Fine; (c) suspending an Owner's right to use the Common Areas for any purpose other than direct travel to and from the Owner's Unit, (d) suspending all non-essential services normally provided by the Association, (e) levying a reimbursement assessment, and/or (f) enter upon a Lot to perform maintenance which is the responsibility of the Owners. The imposition of a Fine, suspension of Owner privilege or Association services, or levying a reimbursement assessment shall be subject to the disciplinary hearing procedure set forth herein.

A. **Commencement of Disciplinary Process.** The disciplinary process may be commenced by the Board of Directors or its management agent or in response to a Community Violations Report (see Exhibit A).

1. **Board/Management Commencement of Disciplinary Process.** The Board of Directors and management have the right to commence the disciplinary process in any situation where a Board member or management agent believes in good faith that there has been a violation of the governing documents.

2. **Homeowner Commencement of Disciplinary Process.** In order to facilitate the Board's ability to investigate and document violations of the Governing Documents, homeowner complaints asserting resident violations of the governing documents shall be made to management in writing using the Rules and Violation Report attached as Exhibit A.

a. **Objective Complaints.** Regardless of the number of complaints, the Board has the discretion to commence the disciplinary process for any violation that it believes in good faith it can independently verify via observation, documentation, or inspection of the Properties.

b. **Subjective Complaints.** The Rules and Violation Report attached as Exhibit A is indispensable to the investigation and enforcement of the alleged violation for subjective complaints (e.g., barking dogs, noise, nuisance, garage, storage, etc.) The Board has the right, but is not obligated, to commence the disciplinary process for a subjective complaint absent a Rules and Violation Report executed by at least two Owners representing two Lots of the Association.

c. **Use of Rules and Violation Report.** Unless the complaining party expressly specifies to the contrary on the document, the **Rules and Violation Report** is not a confidential complaint. In the Board's sole discretion, it may be shared with the Owner alleged to be in violation of the Governing Documents as part of any disciplinary hearing or in any subsequent IDR, litigation, mediation, or arbitration. If a complaining Owner insists that its complaint be kept confidential, the Board may consider the inability to use such evidence in determining what enforcement actions, if any, should be taken in response to the violation allegation. However, an Owner's request to keep the Owner's complaint confidential does not prohibit the Board from levying discipline if it concludes in good faith that a violation of the governing documents has occurred.

B. **Hearing Procedures.** Notice of fines, suspension of privileges, reimbursement assessments, and suspension of non-essential services made pursuant to this Article shall be given in the following manner.

1. **Executive Session.** The Owner shall be given an opportunity to be heard, orally and/or in writing, at an executive session to be held by the Board unless the Owner requests that the hearing be conducted in an open session.
2. **Notice.** Notice shall be given in any manner permitted under Section 4040 of the Civil Code, setting forth the date, time and location of the hearing and the nature of the alleged violation. The notice shall be sent at least ten (10) days before the date of the proposed hearing.
3. **Right to Be Heard.** At such hearing the Owner so charged shall have the right to be heard by the presentation of oral or written evidence and arguments. (Please see Exhibit B – Procedure for Owner Hearing.) If the Owner fails or refuses to attend the hearing the Board may decide the matter in his or her absence based on the information available.
4. **Decision of Board.** Following the hearing, the Board shall decide whether the Owner has committed the alleged violation, and if so, what sanctions

to impose if any. The decision of the Board shall be final and binding upon the Owner.

5. **Notice of Decision.** Within fifteen (15) days of the date the decision is made, the Board shall notify the Owner of its decision by mail, which notice shall specify the sanctions imposed or levied, if any, and the reasons therefore.”

FINE SCHEDULE

1. A letter will be sent to the Owner stating the alleged violation.
2. A second letter will be sent to the Owner stating the alleged violation continues and this letter will request the Owner appear before the Board and state the applicable fine.
3. If the result of the hearing is a monetary fine, a fine will be applied to the Owner's account in accordance with the Association's fine schedule.
4. If the violation continues past the hearing and first fine stage, additional hearings will be scheduled with the Owner and the fines will be applied in accordance with the Association's fine schedule. Any fines not paid may result in legal action in accordance with California law.
5. The Board may determine to use alternative dispute resolutions or cause correction of the violation to effect a cure and the Owner may be responsible for legal fees and/or reimbursement of costs to the Association.

NOTE: Should a violation occur which imposes a financial obligation on the Association, the party responsible for said violation shall reimburse, by way of a Reimbursement Assessment, the Association for this financial obligation. If, for example, a party damages a fence, free or any other Association Properties, repair and replacement costs will be charged to that party.

Fine Schedule (Updated at May, 2021 HOA meeting)

First violation – Courtesy letter

Second violation - (same rule) - \$75 fine

Third violation – (same rule) - \$150, except trash can violations which will be \$75 for all repeat violations.

Fourth violation – (same rule) - \$375, except trash can violations which will be \$75 for all repeat violations.

Fifth and subsequent violations - \$750, except trash can violations which will be \$75 for all repeat violations.

Ongoing, uncorrected violations, (such as unfinished landscaping, failure to repaint, failure to remove commercial signs, etc.), - \$15 per day until corrected

Starting work that requires HOA approval on any property, without first obtaining such written approval (even if the improvement is ultimately approved) - \$375

Except for ongoing, uncorrected violations, violations will not be counted toward future fines after 3 months

(EXHIBIT A)

BIG SKY
RULES AND VIOLATION REPORT

The Board has the right, but is not obligated, to commence the disciplinary process for a subjective complaint absent a Rules and Violation Report executed by at least two Owners representing two Lots of the Association. Please be as specific as possible to allow the Board to expedite the process in a timely manner. All alleged violations will be evaluated to ensure they are considered a violation as defined by the Association's legal documents.

REPORT FILED BY:

Name: _____
Name: _____
Address: _____
Address: _____
Phone: _____ Date: _____ Phone: _____
Date: _____
Signature: _____ Signature: _____
Name: _____
Name: _____
Address: _____
Address: _____
Phone: _____ Date: _____ Phone: _____ Date: _____
Signature: _____ Signature: _____

VIOLATION INFORMATION:

Name: _____
Address: _____ Phone: _____
(Alleged Violator's Name) (If Known)
Description of alleged violation:
(If additional space is needed, please use reverse side of form.)
Dates and times alleged violation occurs? —
How often does the alleged violation occur?

(EXHIBIT B)

BIG SKY
PROCEDURE FOR OWNER HEARING

1. Introductions and hearing session procedures.
 2. Statement of violation by acting chairperson.
 3. Invitee's statement and presentation of oral or written evidence.
 4. Review of relevant Declaration requirements, Bylaws, Design Guidelines and Community Rules and Regulations of the Association.
 5. Discussion and questioning of the invitee by the Board.
 6. Questions and final statement by invitee.
 7. Owner is thanked for coming and told that they will be notified of the Board's decision within ten (10) business days.
 8. Board ruling without Owner present.
 9. Enforcement procedures as applicable.
 10. Adjournment.
-

DOCUMENTATION

Name of Invitee: Phone Number: _____

Address _____

Nature of Alleged
Violation: _____

Board Ruling: _____

Additional Comments: _____

Date: _____