

Glenbrook Townhomes Owners Association

ASSOCIATION MEMBERSHIP GUIDE AND ASSOCIATION RULES

June 2020

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BOARD OF DIRECTORS Architectural Committee

Director/President: Connie Dart

Director/
Vice President: Gary Apter

Director/
Secretary & Treasurer: Richard Smith

MANAGEMENT DIRECTORY

DS Property Management
4308 N Kingswood Drive
P.O. Box 45387
Boise, ID 83711
Phone: (208) 922-8027
Fax: (208) 321-9424

Contacts

Debra Cano, CMCA®, Property Manager
E-mail: deb@dspropertymgt.com
Phone: (208) 922-8027
Fax: (208) 321-9424

Maintenance Supervisor

Shane Glenn
Cell Phone: 208-412-0276

After Hours Emergencies

Phone: (208) 922-8027 or (208) 412-0276

MANAGEMENT OVERVIEW

DS Property Management has been hired by the Board of Directors to provide association and facility management for the Glenbrook Townhomes Owners Association (the "Association").

Please review and become familiar with the Condominium Declaration of the Glenbrook Townhomes Owners Association (the "Declaration" or the CC&Rs) and the Bylaws of the Glenbrook Townhomes Owners Association (the "Bylaws"). You should have received these documents at closing. An overview of these documents is provided in this Membership Guide and Association Rules (the "Membership Guidelines"). In the event there is a conflict between the Membership Guide and Association Rules the CC&Rs will control.

These documents guide the Board of Directors in management of the Association. Debra Cano is DS Property Management's representative who will act as the Property Manager. Shane Glenn is the Maintenance Supervisor. Their contact information is on the previous page.

Our Mission

DS Property Management is proud to be providing property management services to Glenbrook Townhomes Owners Association. We will endeavor to earn your satisfaction in our services by continuing to improve skills through education; to constantly improve our internal organization so it remains a positive force, motivating and empowering all of our employees to reach for excellence; and to conduct business honestly and ethically.

We look forward to working closely with you and providing services for Glenbrook Townhomes Owners Association. Please call us at any time with suggestions.

Association Dues

DS Property Management prepares a proposed budget each year for review and approval by the Board of Directors and submission to the Association. Association dues in the amount of \$150.00 are paid monthly and are due on the 1st day of the month. Invoices are billed monthly electronically. Dues can be paid by check, or online with our accounting system AppFolio. When paying online if you are using your checking account there are no additional fees. If using a credit card, then a convenience fee will be assessed. Association dues are made up of Regular, Special and Limited Assessments as described in the CC&Rs.

Association Dues cover among other expenses, the following:

- Administration
- Meeting Costs
- Management
- Common Area Maintenance
- Landscaping
- Exterior Maintenance as described herein
- Insurance (not personal property)
- Reserves for replacements or capital costs

Insurance

The insurance agency for the Glenbrook Townhomes Owners Association Condominium Association is:

Insurance Agency: Higgins & Rutledge

Agent: Greg Swenson

Address: 1661 Shoreline Drive Boise, Idaho 83702

Phone: (208) 343-7741

Fax: (208) 343-9371

Insurance Company: The Cincinnati Insurance Company
Policy #EMO0558817-00

General Rules & Guidelines

- A) No building, fence, wall, structure, improvement, or obstruction shall be placed or permitted to remain upon any part of the Properties unless a written request for approval thereof containing the plans and specifications therefore, including exterior color schemes, has been approved in writing by the Architectural Committee. The approval of the committee shall not be unreasonable withheld if the said plans and specifications are for improvements which are similar in general design and quality, and generally in harmony with the dwellings located on the properties.
- B) Playground Equipment, storage sheds, and storage buildings shall be permitted only in the backyards of the units. No storage shed or building having a height in excess of ten feet shall be placed or constructed in the backyard of any unit, nor shall playground equipment exceed ten feet in height.
- C) No shack, tent, trailer house, or basement only, shall be used within the subdivision for living quarters, or any other purpose, permanent or temporary.
- D) Nothing of an offensive, dangerous, odorous, or noisy endeavor shall be conducted or carried on nor shall anything be done or permitted in said subdivision which may be or become an annoyance or nuisance to the other property owners in said subdivision. Weeds shall be cut to less than four inches.
- E) Keeping or raising of farm animals or poultry is prohibited. All dogs and cats or household pets kept on the premises shall be properly fed and cared for and shall be adequately fenced as not to annoy or trespass upon the use of property of others. Dogs must be kept on a leash and not allowed to run at large. You must pick up the waste from your pet.
- F) No Business shall be conducted on the Properties that cannot be conducted within the residence of the Owner as permitted by law. No signs shall be installed to advertise said business. No oil exploration or development of any nature or kind or mining exploration development or structure shall be permitted upon the Lots in this subdivision.
- G) No Lot or building site included within this subdivision shall be used or maintained as dumping ground for waste material. Incinerators are not

permitted. Receptacles for storage of garbage, compost, and recycle shall be maintained in a sanitary and clean condition and kept out of sight except when put out for garbage, compost, and recycle collection.

- H) Tree Replacement: If a current tree is in need of replacement, the owner must obtain in writing from the Architectural committee approval to replace the tree and what it can be replaced with. Tree must be non-fruit bearing.
- I) Parking of Boats, trailers, motorcycles, trucks, motor homes, campers, recreational vehicles, and like equipment, or junk cars or other unsightly vehicles, shall not be allowed on any part of the properties nor on public ways adjacent thereto excepting only within the confines of an enclosed garage, or other approved enclosure, and no portion of same may project beyond the enclosed area. The Architectural Committee shall be the sole and exclusive judges of approved parking areas. This restriction shall not be construed to preclude temporary parking of motor homes, campers, and recreational vehicles while the same are being loaded by the owners. Temporary parking is defined as two (2) days prior to departure and two (2) days after arriving.
- J) Street Parking: No overnight street parking is permitted unless prior approval from the Board of Directors has been received for special events.
- K) Installation of radio and/or television antennae or satellite dishes is prohibited outside any building without written consent from the Architectural Committee which would require them to be screened from the street view.
- L) The construction of any separate principal building on any lot or building site located within the subdivision is prohibited.
- M) The Architectural Committee's decision is final and binding on all issues.

LEASING/RENTALS

Owners are allowed to lease their Individual Units within the boundaries as set forth below:

- (a) Renting and Leasing. In order to maintain the character of Glenbrook Townhomes Subdivision as primarily a housing community for owner-occupants, and to assure that the Individual Units meet the requirements of institutional first mortgagees, institutional and governmental agency guarantors, and mortgage insurers necessary to

qualify buyers and Owners for Owner-occupant residential financing, no more than thirty percent (30%) of the total Individual Units shall be leased at any time ("Maximum Limit"), in accordance with the terms of this Section.

(b) Approval to Lease. The Board of Directors or such person authorized to act on behalf of the Board of Directors ("Board") shall maintain a list of Individual Units that are leased. If an Owner desires to lease an Individual Unit, such Owner shall provide written notice to the Board at least thirty (30) days prior to the proposed commencement date of any such lease. If the Board receives notice of intent to lease an Individual Unit from an Owner, and such lease meets all requirements set out below in (d) and will not increase the number of leased Individual Units above the thirty percent (30%) Maximum Limit, then the Board shall provide written notice of the approval of such lease to the requesting Owner.

(c) Leasing Wait List. If the Board receives a notice of intent to lease an Individual Unit from an Owner, and the number of leased Individual Units is already at or would be more than the thirty percent (30%) Maximum Limit, the Owner providing such notice of intent to lease shall be notified by the Board that the thirty percent (30%) Maximum Limit has already been reached. The Board shall maintain a Leasing Wait List of Owners that sought permission to lease their Individual Units but were unable to do so due to the thirty percent (30%) Maximum Limit, which Leasing Wait List shall be maintained according to the date of each Owner's request to lease.

(d) Lease Agreements. Any lease agreement for an Individual Unit shall be in writing, shall provide that the lease is and shall be subject in all respects to the provisions of the Covenants, shall be for a term of not less than three (3) calendar months and no longer than twelve (12) calendar months, and shall provide that the failure by the tenant to comply with the terms of the Covenants shall be a default under the lease and the Owner shall be liable for any violation(s) committed by tenants of the Owner. Owner must have a professional management company handle the lease, making sure proper background checks have been completed and deposits have been collected. Prior to the commencement of the term of the lease the Owner shall notify the Board, in writing, of the name or names of the tenants and the time during which the lease term shall be in effect. If a lease is less than an entire Individual Unit, the same restrictions apply, with the exception of the lease being handled by a professional management company, and that partial lease shall be counted as part of the thirty percent (30%) Maximum Limit. If an Owner leases an Individual Unit in violation of the restrictions set forth in this subsection (d) or otherwise fails to comply with this subsection (d), such Owner shall be in default of the Covenants, and shall indemnify, defend and hold harmless the Board and the other Owners from and against any and all claims, loss or damage arising from or related to such violation.

(e) Re-Leasing; Change of Tenants. At least thirty (30) days prior to the expiration of an existing lease of an Individual Unit, or within five (5) days of the termination of an existing lease, the Owner of such Unit shall notify the Board of such expiration or termination. Additionally, the Owner shall at that time provide written notice to the Board of its intent to either re-lease the Individual Unit to another tenant or to be removed from the list of Individual Units approved for leasing. If an Owner does not lease its Individual Unit within ninety (90) days of such expiration or termination date, the Board's approval for leasing may be revoked and the next owner on the Leasing Wait List will be moved up.

(f) Lease Opportunity Notice. If the number of leased Individual Units falls below the thirty percent (30%) Maximum Limit, the Board shall provide the first Owner on the Leasing Wait List (if any) with notice of the ability to lease such Owner's Individual Unit (the "Lease Opportunity Notice"). If an Owner declines to lease its Individual Unit or does not lease its Individual Unit within ninety (90) days of receipt of a Lease Opportunity Notice, the Board's approval for such Owner to lease its Individual Unit shall be revoked, and the Board shall notify the next Owner on the Leasing Wait List (if any). Owners who have had their approval revoked pursuant to this subsection (f) may resubmit a new request to the Board for a new approval subject to Section 1).

(g) Exceptions for Hardship, Familial Relationships. In cases of extreme hardship, including, but not limited to, disability, job loss, temporary job relocation, military service, divorce, etc., the Board may, in its sole discretion, make an exception to the rental restriction and temporarily authorize an Owner to lease its Individual Unit. The Board may also, in its sole discretion, waive the rental restriction for tenants who are immediate family members such as a parent or child.

GLENBROOK HOMEOWNERS ASSOCIATION CC&Rs/ACC GUIDELINES COMPLAINTS/VIOLATION PROTOCOL

Per the CC&Rs the GHOA Board of Directors have the ability to set a schedule of fines to be assessed for chronic violations of the CC&Rs and ACC Guidelines, as the CC&Rs are established to maintain the integrity of the Association and provide for protecting the values of our properties.

COMPLAINTS:

DS Property Management receives the complaint and it must be in writing:

Within 24 hours DS will vet the complaint. Once confirmed DS will attempt a warning phone call. If there is no response and or resolve, then a formal violation notice will be issued:

Should DS receive a phone complaint they will notify the person making the complaint and ask for it in writing; if it is not received in writing then no action will be taken.

Once the violation is confirmed: An official violation notice will be sent to and or delivered to the owner of the property where the complaint was noted. Owners will be given a date certain to rectify the complaint.

VIOLATIONS:

DS Property Management is required per the management contract to do random monthly property inspections, should a violation be noted then the following will apply:

DS will send the list of violations to the Board for review. Once reviewed and confirmed DS will attempt a warning phone call. If there is no response and or resolve, then a formal violation will be issued.

Following is the fee schedule for repeat offenders of the CC&Rs:

- 1st Warning letter in writing
- 2nd Violation letter and a \$75.00 fee assessed
- 3rd Violation letter and a \$150.00 fee assessed

Should a 4th violation be warranted it could result in a meeting with the Board of Directors to determine how to resolve the violation.

ASSOCIATION RESPONSIBILITY

Amendment to Article II, Section 2, and Section 5(b). Association Obligation to Maintain Landscaping, Maintenance. The responsibilities of the Association under Article II, Sections 2 and 5(b) of the Covenants shall be limited as follows:

- (a) The Association's obligation to maintain the exterior of the structures on the properties includes only: painting and repairs and replacement of exterior siding and roofing, and to contract and pay for such maintenance, repair, and replacement.
- (b) The Association's obligation to maintain the grounds, yards, and other landscape areas includes turf maintenance of front and back yards of individual Units and Common Areas and boundary fencing and gates only. It is the responsibility of the Individual Owners to maintain front flowerbeds in a manner aesthetically pleasing. This also includes pruning of trees in the front yards up to fifteen (15) feet. It is the responsibility of the Individual Owners to keep trees on their property pruned so as to not cause damage to the roof or sidewalks of the Owner's Individual Unit. Individual homeowner flowers beds and trees are the responsibility of the Individual Owners.
- (c) Drainage issues on properties are the sole responsibility of the Individual Owners. This includes, but is not limited to, courtyard drains, gutter drains, and slope related issues.

SAFETY INFORMATION

MEDICAL EMERGENCY

1. Call 911.
2. Give Glenbrook Townhomes Owners Association name and address.
3. Give location of the ill person.
5. Give your name and a phone number near the ill person.
6. Give the details of the emergency.
7. Tell 911 if the person is conscious or unconscious.
8. Don't move the person.

PERSONAL SECURITY

Please report any suspicious activity immediately to the Police and then to DS Property Management.

1. Get to know your neighbors and Glenbrook Townhomes Owners Association occupants. BE AWARE! Trust your instincts. If you sense that you or your neighbors are in danger, assume you are right.
2. Notify authorities as soon as possible by calling 911.
3. Report all suspicious persons and activity immediately to association management at 208-922-8027 or 208-412-0276.
4. If you are being robbed, it is generally best to cooperate and do as you are told, until you can escape or summon help. For your personal safety, give up your purse, wallet, or valuables if they are demanded.
5. The best self-defense is escape. Anything you can do to give yourself a head start is to your advantage.
6. Try to stay calm and alert in a threatening situation. Be especially aware of your environment. Where are the exits? Who can help? Where can you go for safety?

7. Escape to the nearest place where people and a telephone can be found. Do not be afraid to cause a commotion. The last thing an attacker wants is attention from bystanders.

EMERGENCY TELEPHONE NUMBERS

EMERGENCY 911

FIRE DISPATCH (NON-EMERGENCY) (208) 377-7351

AMBULANCE/PARAMEDICS (NON-EMERGENCY) (208) 375-7048

POLICE (NON-EMERGENCY) (208) 377-6790

IDAHO STATE POLICE (NON-EMERGENCY) (208) 334-3731

POISON CONTROL (800) 860-0620

SAINT LUKE'S HOSPITAL EMERGENCY (208) 381-2235

SAINT ALPHONSUS HOSPITAL EMERGENCY (208) 367-3221

DS PROPERTY MANAGEMENT (208) 922-8027