

# **HYDE PARK PLACE**

## **CONDOMINIUM ASSOCIATION MEMBERSHIP GUIDE AND ASSOCIATION RULES**

Updated January 2019

The Undersigned acknowledges that he/she has fully read the Hyde Park Place Membership Guide and Association Rules and all other documents mentioned therein and expressly agrees to comply with and follow all terms and conditions contained therein.

**Owner:**

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

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# BOARD OF DIRECTORS

Director/  
President:

Shirley Williamson  
1207 Fort Street # 206  
Boise, ID 83702

Director/  
Vice President:

Jisen Coghlan  
1207 Fort Street #209  
Boise, Idaho 83702

Director/  
Secretary:

Carol Relf  
1207 Fort Street #201  
Boise, Idaho 83702

Director/  
Treasurer:

Jaime Champion  
1207 Fort Street #107  
Boise, Idaho 83702

# **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](mailto:deb@dspropertymgt.com)  
Phone: (208) 922-8027  
Fax: (208) 321-9424

## **Building Maintenance Supervisor**

Shane Glenn  
Cell Phone: 208-412-0276

## **After Hours Emergencies**

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

## **BUILDING MANAGEMENT OVERVIEW**

DS Property Management has been hired by the Board of Directors to provide association and facility management for the Hyde Park Place Condominium Owners' Association (the "Association").

Please review and become familiar with the Condominium Declaration of the Hyde Park Place Condominiums (the "Declaration" or the CC & R's) and the Bylaws of the Hyde Park Place Condominiums (the "Bylaws"). You received these documents at closing and an additional copy 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 and the CC & R's 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**

Hyde Park Place is a unique residential building located in the heart of Boise's historic North End. DS Property Management is proud to be providing property management services to Hyde Park Place. 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 Hyde Park Place. 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. Once the budget has been approved, coupons are mailed to each member to use when making the monthly payments. Association fees are paid monthly and are due on the 1st day of the month. A late fee of 10% is charged if your payment is not received by the 5th of the month.

Association dues are made up of Regular, Special and Limited Assessments as described in the CC & R's.

Association Dues cover among other expenses, the following:

- Administration
- Meeting Costs
- Building Supervisor
- Inspections of Building Equipment
- Building Heating, Ventilation and Air Conditioning Systems for Common Area Maintenance
- Building Common Area Maintenance
- Building Inspections
- Elevator Maintenance
- Security / Locks / Fire Alarm
- Equipment for Fire Protection
- General Common Area Cleaning
- Exterior Window Cleaning
- Gas service for the Common Area
- Electric service for the Common Area
- Water, Sewer, Trash services
- Christmas Decorating
- Insurance (not personal property)
- Reserves for replacements or capital costs
- Building Inspections and minor repairs and adjustments

## **INSURANCE**

Association dues include the building insurance. This coverage is for the "shell" walls out of your Unit). For complete explanation refer to your CC&R's section 13 "Insurance". The insurance includes an additional commercial umbrella policy of \$2,000,000 for the Association and liability insurance for the Board of Directors. The deductible is \$1,000 per occurrence. You must purchase a separate condominium insurance policy to cover your personal property located in your Unit, and if applicable, you're Storage Area. Please refer to Section 13.3 of the Declaration for more information on the type of condominium insurance required by the Association.

The insurance agency for the Hyde Park Place Condominium Association is:

Insurance Agency: Higgins & Rutledge.

Agent: Greg Swenson

Address: 1661 Shoreline Drive: P.O. Box 8567 Boise, Idaho 83707

Phone: (208) 343-7741

Fax: (208) 343-9371

Insurance Company: Traveler's Property Casualty

**IT IS VERY IMPORTANT THAT YOUR INSURANCE AGENT REVIEW THE BUILDING POLICY TO VERIFY YOU HAVE ADEQUATE AND APPROPRIATE COVERAGE.**

## **PROPERTY TAX HOMEOWNERS EXEMPTION**

To receive a Homeowners' Exemption, A Homeowners' Exemption form must be completed and returned to the Ada County Assessor within 30 days after closing. The Ada County Assessor's address is 200 W. Front Street, Boise, Idaho 83702. Revealing the purchase price is your choice, however, we recommend that you do not disclose that information even if it is requested. If you did not get a form with your closing papers, please call the Ada County Assessor's Office at 208-287-7201.

## **COORDINATION OF MOVING DAY**

When you are ready to move into or out of Hyde Park Place, or move large pieces of furniture or appliances, please call DS Property Management to schedule at least three (3) working days prior to moving so that we can protect the elevator. Moving vans are to be parked in the alley or along 12th and 13th Streets.

All items moved into or out of Hyde Park Place must be properly padded to protect the walls of the elevators and common areas. We will also reserve the elevator when you call three (3) days prior to your moving day. As you unpack, please break down the boxes and stack them out by the dumpster. Please do not leave boxes in the hallways or put them in the dumpster without breaking them down.

**PLEASE NOTE:** The **Parking Garage** is **NOT** for deliveries. **There is only 7 feet of clearance.** If the Parking Garage or the surrounding areas are damaged due to unauthorized use, you will be responsible for the costs of repair.

## **PARKING**

Reserved parking is available on the lower level. There are two (2) handicapped spaces available for use in the Parking Garage. The parking ramp may be accessed from 12th Street. There are 28 unassigned parking spaces off the alley for guest parking.

You will be provided with a gate opener to access the Parking Garage. Just point it at the gate and the gate will rise. The remote is not necessary for exiting the garage as it operates through an electric eye.

**Please note that the clearance in the garage is only 7 feet.** The area above the entrance can be damaged. Please be careful when using bike or ski racks, rocket boxes etc. You will be responsible for all damage caused to the Parking Garage as a result of your use of the same.

If you lose your remote, you can obtain a new one by calling DS Property Management. There will, however, be an additional cost for the replacement.

# **BUILDING SECURITY**

## **DOOR KEYS**

The Boise City Fire Department requires that it be provided with a master key to fit all locks in Hyde Park Place. Your Unit is on a strictly controlled master system. Your individual Unit key will provide access to your unit only.

If you need to re-key your locks, please call Baldwin Lock & Key at (208) 336-4742 and they will assist you while maintaining the master system.

## **ASSOCIATION MEMBER ENTRANCE/EXIT DOORS/CODES**

The main entry door, rear doors off the alley and entry door in the parking garage are locked 24-hours a day. Owners must use their code or swipe card to enter the building. The codes will change periodically and are for Unit Owner use only.

## **ACCESS FOR VISITORS**

All Unit telephones will be connected to the door access telephone, which is located outside the main entrance of Hyde Park Place. Visitors can utilize this telephone by entering your unit number, which will call the number of the phone you provided. Once the visitor is identified, you can push #9 on your telephone to release the magnetic lock for entry. Only your unit number will be placed on Hyde Park Place directory in the call box located outside the main entrance of Hyde Park Place.

## **EMERGENCIES DUE TO ELEVATOR MALFUNCTION**

For emergencies due to elevator malfunction, use the phone inside the elevator to call DS Property Management at 922-8027 if calling after hours for the on-call technician or Shane Glenn at 412-0276. If there is no response within 15 minutes, please call Schindler Elevator Company at (208) 577-5525. If you are unable to get a response, call 911 for the fire department.

## **MAIL AND NEWSPAPER DELIVERIES**

The mailboxes are in the main lobby. You have been assigned a box and provided keys. In the event you lose your keys, it will be necessary to re-key the locks, at your cost. If at any time your mail delivery exceeds what will fit in your box, the postman will leave a key in your box to either parcel box A or B. After you insert the key to remove your additional mail, the key will not come out of the lock. The postman retrieves the key upon his next visit to the building.

The Idaho Statesman has been given a code to the front door and will deliver newspapers to each door.

## **COURIER DELIVERIES**

The entry code system prevents unauthorized persons from gaining access to the building. Outside delivery services such as UPS and Federal Express will call your unit using the telephone code pad at the entrance. Please advise them how to use the phone to call, or have deliveries sent to your place of business. If you have a large item delivery, please contact DS Property Management or the Building Supervisor and we will be happy to assist you.

## **MAINTENANCE / CLEANING**

DS Property Management provides maintenance services and arranges for the cleaning of the common areas. If you experience any maintenance problems or concerns, please call our office at (208) 922.8027 and the appropriate person will be contacted to assist you.

Maintenance and repair to individual heating systems is each Owner's responsibility. Your Association dues cover maintenance of the common system. We encourage you to arrange for a quarterly maintenance inspection by the heating, ventilation and air conditioning contractor that the Association hires.

Generally, all maintenance within your Unit is your responsibility. If needed, our maintenance staff is available to assist you with any interior maintenance. Any services provided will be billed to you at our regular hourly rate.

Exterior window cleaning is scheduled two times per year. You will be notified of these dates a week before the day of cleaning. We can arrange to have the interior of your windows cleaned or the exteriors cleaned more frequently, upon request, for an additional charge.

All equipment that operates Hyde Park Place is inspected at appropriate intervals and at least on an annual basis. While most of this equipment is in common areas, we are required to inspect the fire sprinklers in each Unit as well. We will contact you to schedule this inspection.

If you will be out of town, please let us know and leave emergency contact information. We will only enter your Unit in case of an emergency such as fire, flood unless you direct us otherwise.

## **OBSTRUCTION OF COMMON AREAS:**

Per Section 7.1 of the CC&R's, Obstruction of Common Areas: nothing can be placed at the interior door ways that could cause or be a result of maintenance the Association. Door mats are a serious trip hazard not only when the lights are on but in the event of a power outage or emergency vacate. They also result in additional work for janitorial crews.

**Interior Door Entrances:** The interior entrance doors to each unit are considered building limited common areas; because the doors are common area a rule has been past to no longer allow nails or anything that must be driven into the doors to be used to hang items from the doors. Allowable hanging devices to use are over the door hangers. Minimizing any damages to the doors surfaces. Over the door hangers must be of neutral color; either clear, white and or beige.

## **NO SMOKING**

**There is NO SMOKING in the common area or limited common areas of the building including the garage of Hyde Park Place!!!!** Smoking by an Owner or a guest must be at least 30 feet away from any entry to the building. If an owner or an invitee or customer chews tobacco, please do not spit on the floors! You are expected to carry a container to dispose of it.

## **PATIOS/EXTERIOR BUILDING APPEARANCE**

Hyde Park Place has been designed with a very attractive exterior. Owners are prohibited from doing anything that would diminish the exterior such as non-standard window coverings, signage that does not have Board approval, window tinting, etc. Please note that owners may not hang or drape anything over the patio railings nor store unsightly items outside, such as bicycles, or gardening equipment. Of course, you may have appropriate exterior patio furniture, flower boxes, or pots. All plantings, pots and gardening improvements shall be subject to Board approval. Any other improvements are also subject to Board approval.

## **BARBEQUES, SMOKERS, and WOOD BURNING DEVICES**

In accordance with the CC&R's. the Board of Directors is implementing the following rules to better define and clarify the restrictions for the use of barbeques on the limited common areas of the building.

- It is resolved to limit the number of barbeques on each premise to one gas burning barbeque
- No smokers are allowed; the smoke causes a nuisance to neighboring units
- No wood burning devices of any kind are allowed

## **GARBAGE REMOVAL**

The dumpster area is located near the entry to the parking garage. All items placed in the trash receptacle must be bagged then tied or knotted securely for sanitary reasons. Trash is picked up three times per week.

## **STORAGE AREAS**

Storage Areas are in the Parking Garage. Subject to the Board's approval and all applicable law, shelves may be built in your storage room if you choose. Owners are expressly prohibited from storing chemicals, hazardous materials or flammable liquids in this area.

## **CABLE TELEVISION / TELEPHONE**

Cable One is available to the building. You can reach Cable One at 208-375-8288 to subscribe. Cable One also provides high-speed Internet access.

**Satellite Services:** This service is only allowed through the Associations approved vendor Lindsey Satellite. They can be contacted at 208-703-4081.

**Century Link** is a local telephone service provider and has DSL capability. They can be reached at 1-800-244-1111.

## **GAS AND ELECTRICAL BILLING**

Units are separately metered for gas and electricity. When you purchase your Unit, you will need to contact Idaho Power Customer Service at (208) 388-2323 and Intermountain Gas at (800) 548-3679 to have the accounts transferred in to your name.

## **BUILDING SAFETY**

**The following is provided for informational purposes only and represents generally accepted safety procedures recommended by numerous public and/or private agencies. By your signature you agree to hold the Association, Management Company and the Board harmless of all claims.**

**Evacuation of Hyde Park Place may be necessary for a variety of reasons. Each person should be familiar with at least two escape routes. Included at the back of this booklet are floor plans for floors 1-2.**

## **FIRE & SAFETY INFORMATION**

**WE DO NOT INTEND TO ALARM YOU BUT PLEASE READ THIS, IT IS IMPORTANT**

If a fire occurs, few people actually die from the heat and flames. The majority of people succumb to smoke, poisonous gases, and panic. Panic in an emergency situation is usually the result of not having a coherent plan to follow. After you move in, take a few moments to develop an escape plan with alternatives to adapt to the emergency at hand. By doing so, you'll greatly increase your odds for survival.

## **Do's**

**Do** have a fire extinguisher in your unit of the right type and use to fight a small fire, only if you can do so safely and the fire department has been called - 911.

**Do use stairwell exits only.**

**Do** walk - **don't** run.

**Do** move away from the building at least one block.

## **Don'ts**

**Don't** use elevators. Elevators are removed from service after the alarm is pulled.

**Don't** attempt to fight a large fire.

**Don't** take time to gather personal belongings.

**Don't** return until "all clear" is given.

To regain entry if smoke or flames block your escape route. Emergency lighting should activate automatically but have a flashlight handy also.

## **KNOW YOUR WAY OUT**

Find the fire exits closest to you and keep flashlights on hand for emergency purposes. If fire occurs, never use the elevator as an exit. Before an emergency situation exists, test the potential exits you would use. Make sure the doors open and stairways are clear of obstructions. Find the nearest fire alarm pull station. Examine it and be sure you know how to use it - even in the dark. Make a mental map of what lies between your Unit and the fire alarm pull station and the exit. Count doors and note other features along your path in case the hallway should be dark or filled with smoke. You may have to crawl along the wall to the exit door and the fire alarm pull station. A map of floor plans is located at the end of the book.

## **IF YOU HEAR THE FIRE ALARM:**

1. Carefully check the door for heat or signs of smoke. If the door is cool and you do not see smoke, open the door slowly and go to the nearest EXIT. Remember to close the door behind you. Take your KEY so you can go back to your Unit if EXITS are blocked by smoke and flame.
2. DO NOT use the elevators because they are unsafe during a fire.
3. Proceed to the nearest EXIT or EXIT stairway. Have a secondary EXIT or EXIT stairway in mind in case your primary EXIT is blocked.
4. If you are concerned about your ability to negotiate the stairs or evacuate the building, please arrange for a "buddy" to assist you to the EXIT in case of an emergency. If you are a "buddy", please assist your friend to an exit.
5. If you CAN physically negotiate the EXIT stairs, do so. Proceed to ground level and go out to the street.

6. If you CANNOT negotiate the stairs, stay in your Unit and call 911 to let them know. This is the first place a firefighter would come to help you.
7. Be prepared to crawl low in order to stay below any smoke.

### **IF YOU DISCOVER A FIRE IN YOUR UNIT:**

1. Leave your Unit immediately. CLOSE THE DOORS.
2. Activate the alarm system.
3. If smoke obscures normal vision, use your knowledge of the number of doorways between your Unit and the stairwell as a guide to the EXIT.

### **IF YOU CANNOT EXIT FOR ANY OTHER REASON:**

1. Keep the good air IN your Unit and smoke-filled air OUT: a. Stuff wet towels in the air vents and cracks around the doors. b. Turn off all room thermostats and air conditioners. c. DO NOT break windows.
2. Signal your location to firefighters by hanging a sheet out a window that can be opened. (Be sure to close the window again after you have secured the sheet.) If possible, telephone 911 to indicate your location in the building. Go out on your balcony.
3. If smoke or fire begins entering your Unit, cover yourself with a wet blanket, put a towel over your face, and lie down on the floor to await rescue.

### **PLEASE ACT AS IF EVERY FIRE ALARM INDICATES THERE IS A PROBLEM THAT NEEDS CORRECTIVE ACTION.**

### **OTHER SAFETY INFORMATION MEDICAL EMERGENCY**

1. Call 911.
2. Give Hyde Park Place name and address.
3. Give floor number and location of an ill person.
4. Give the door access code if appropriate.
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**

**Security codes on the doors are important in keeping Hyde Park Place secure. Please give out codes only to those who need them. Also, please report any suspicious activity immediately to the Police and then to DS Property Management. If you think the codes need changing, they probably do...please call us.**

1. Get to know your neighbors and Hyde Park Place 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 building management at 208-922-8027.
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. Don't be afraid to cause a commotion. The last thing an attacker wants is attention from bystanders.

## **BOMB THREAT**

The following are the most recent guidelines we have received from the authorities:

1. Call 911
2. State, "We have received a bomb threat."

3. Give name.
4. Give Hyde Park Place name, the address and the floor on which you are located. Give door access code if appropriate.
5. Give name of person who received the bomb threat call.
6. After you have notified Police/and Fire Departments, notify DS Property Management at 208-922-8027.
7. See bomb threat checklist on handling a call and information to record for authorities.

## **BOMB THREAT TELEPHONE CHECKLIST**

If you receive a bomb threat, try to keep calm. Advise the caller, if you can, that the detonation of the bomb may kill or injure innocent people. Obtain as much of the following information as possible:

1. Where is the bomb?
2. What time is it set to go off?
3. What kind of bomb is it? If dynamite, how many sticks?
4. What kind of package or box?
5. Method of deactivation?
6. What is your name, address and telephone number?
7. Have there been, or will there be other calls?
8. How old is the caller?
9. Why did you set the bomb?
10. Judge the voice of the caller: Man, Woman, Child, Age, Drinking, Other
11. Listen for any background noise such as music, people talking, cars or trucks, airplanes, children or babies, machine noises, typing, other and describe the sound(s) heard.

## **EARTHQUAKES**

1. If an earthquake should occur, remain calm.
2. Stay indoors.

3. Move away from chandeliers, skylights, windows and glass objects.
4. Stay away from tall freestanding furniture such as bookcases.
5. Take cover inside the hallway, in a doorway or a corner.

**If you are in an elevator when an earthquake occurs:**

1. Remain calm.
2. Be prepared for the elevator's power to shut down and the lights to go off and for the possibility that the elevator may become jammed in the shaft; however, even if it does, the shaft should be safe from falling objects.
3. Wait for an emergency team when the quake is over. Be patient, it may take some time for help to arrive.
4. Use the elevator phone or a cell phone to call 911.

**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

ELEVATOR EMERGENCY (208) 577-5525

DS PROPERTY MANAGEMENT (208) 922-8027

BALDWIN LOCK AND KEY (208) 336-4742

## **QUITE ENJOYMENT**

Each owner is entitled to enjoyable living conditions. As such the Board of Directors and the Association has determined the following to be applicable rules and guidelines to follow:

Laundry: Refrain from doing laundry between the hours of 9:00 pm and 7:00 am.

Music: Please make sure that only you can hear your music, if you are planning on entertaining, have the courtesy to let your neighbors know ahead of time, this avoids angry phone calls and police visits.

Pets: Try to keep your pets from disturbing the neighbors.

## **NOISE DISTURBANCES**

Hyde Park Place Condominiums have been especially designed to minimize noise. However, Hyde Park Place is situated in the heart of the north end, which puts it in close proximity to various restaurants, schools and other attractions. Boise Noise Ordinances regulate the volume of the music or entertainment that occurs at many of these locations, but on occasion there are disturbances that result from such activities. If you feel there is a noise disturbance that warrants correction, please notify the Boise Police Department, at their non-emergency number 208-377-6790. Be sure to give them all relevant information, including your name, number, and address.

A police officer will be dispatched to receive the complaint. Be sure to sign the complaint the police officer will provide. In addition, please contact the DS Property Management office at 208-922-8027 so that complaints can be documented. In the event that action must be taken, DS Property Management will take responsibility to represent all Association complaints.

## **LEASING UNITS**

The Board of Directors of Hyde Park Place Owner's Association, Inc. in the exercise of the power granted in Paragraph 8.4.1.5 of the CC&R's and paragraphs 4.3.3, 4.3.6 and 4.3.15 of the Association Bylaws adopts the rules set forth below for the benefit of the Association as they pertain to the condominiums which are legally described as Units 1 through 39, inclusive of the legal description set forth below:

Lots 7 thru 12, Block 74, Boise City Original Townsite, and shown on the Plat of Whittier Condominiums recorded March 3,2004 in Book 88 of Plats at Page 10,121 - 10,125.

Instrument No. 104024381 official records of Ada County, Idaho (the Plat). a copy of which is attached hereto as Exhibit A, furthermore, the Board has solicited the ratification of the adopted Rules set forth below from the membership of the Association and the rules set forth below have been ratified by at least 51% of the members of the Association at a duly noticed and conducted Special Meeting of the Association attended by 51% of the members in person or by proxy.

1. The numbers of rental units allowed in the building are a total of 12 units. This number was determined by reference to the rules governing lending practices of Freddie Mac and Fannie Mae, and other lenders as being the number of rental units allowed before a project no longer qualifies as a property intended, primarily, for Owner occupancy. Once 30% of the units are established as rentals, anyone else wishing to lease out their unit must notify the Association in writing and will be placed on a waiting list. Waiting list priority is established on a first come first served basis, in other words, the first to apply is first on the list. Please contact the Association management company to obtain the form to submit for approval for leasing.
2. After the Board approves an application to rent a unit, the owner must have a lease in place within 90 days of being approved to lease. **The term of the lease shall be not less 180 days nor more than 360 days in length.** The lease term shall commence within 30 days of the execution of the lease. No occupancy by a tenant shall commence and no tenant shall be allowed into possession of the leased unit until the Board specifically authorizes and approves the lease agreement and approves the supporting documents identified below. If the unit is not leased within 90 days of Board approval of the application to lease the unit the owner will be moved to the bottom of the waiting list and the next person on the list will be contacted by the Board to determine if they want to rent their unit.
3. In order to have the Board authorize the leasing of your unit, the following documents must be provided to the Board PRIOR THE COMMENCEMENT OF THE LEASE:

- A copy of the written management agreement for the rental unit
- A fully executed copy of the lease
- A signed application
- A criminal background check
- A credit check
- A reference verification
- An employment verification
- A prior rental history verification

In those instances where the rental application has been verified as required by either the Company managing the Association or another, professional management company, the documents will not be required to be submitted to the Board for approval by the management company managing the Association. However, all of the documents shall be submitted along with a cover letter from the professional management company to the management company managing the Association for inclusion in the files of the

Association and to assure that the Board is able to properly track lease expiration dates, move in dates and the like.

4. You must notify the Association in writing 30 days prior to the expiration of any existing lease or within 5 days of a lease termination. Once a lease has expired the owner will be given another 30 days to re-lease the unit from the date of expiration or termination of the existing agreement, provided that the total term of the lease, from the original lease commencement date shall not exceed one year. If the owner does not obtain a lease within these 30 days, then the unit will be removed from the approved to lease list and moved to the bottom of the waiting list. The next owner of the next unit on the waiting list will then be given the opportunity to lease that unit. At the end of all one-year lease terms, the leased premises shall be removed from the approved to lease list and placed at the bottom of the waiting list in order to afford all residents an equal opportunity to lease their premises. If there is no waiting list, the leased premises shall, at the owner's request, remain on the approved to rent list and maybe relet to the existing tenant or another tenant at the owner's discretion.

5. For the mutual benefit of all residents, no prospective tenant will be approved to occupy a unit if:

- They have pled guilty to or been convicted of a felony within the past 10 years
- They are on parole from any penal institution
- They have pled guilty to or convicted of any gun related offense
- They have been convicted or pled guilty to a sex crime or sex related crime
- They have a rental history that includes damage to the leased facility or the common areas thereof.
- They have a rental history of excessive noise or any other disruptive behavior which disturbed the rights of neighbors to the quiet enjoyment of their premises.

6. All leases must be in writing and must contain a provision that, subsequent to the commencement of the lease term, the tenant is determined to have made any misrepresentation concerning his or her or their background that the lease is terminable on not more than 30 days' notice of termination. An Owner, upon receipt of written notice from the Association of a violation of this provision, shall have 10 days to initiate termination of the lease and shall be permitted 60 days to have the tenant vacate the unit. If the Owner fails to initiate termination or have the tenant removed, the Owner is subject to fines from the Association of \$100.00 per day of the violation.

7. All leases shall expressly provide that the tenant(s) will adhere to all provisions of the CC&R's and current Association rules. A copy of the current rules and CC&R's of the Association shall be attached to and incorporated into the written lease agreement between the Owner and the tenant.

8. All leases must require a minimum security/damage deposit of \$1,000.00, which sum shall be made first available by the unit owner to repair any damage to any common areas caused by the unit's tenants. Additionally, the tenant or owner of the leased unit shall pay to the Association the sum of \$250 as a fee for the increased usage of common

areas and to defray the cost of reprogramming security codes and other operational costs associated with the operation of the Association and the building. In the event that the security/damage deposit is inadequate to repair or replace common area elements damaged by a tenant, the owner will, within 30 days of written demand therefore, reimburse the Association for all such costs incurred in restoring common area elements to the condition prior to the damage.

9. All leases will specifically require that the tenant not disclose security codes to any third party nonresidents and that the owner of the leased unit will be responsible for the cost of reprogramming the security codes if the tenant occupying that owner's unit is determined to have disclosed the security codes to the building.

10. All leases must have a provision requiring that the tenant park only in spaces assigned to the unit and that the total number of parking spaces available to the tenant shall not exceed the number of spaces assigned to that unit by the CC&Rs.

11. All owners approved to lease their units will comply with all Fair Housing Laws, ADA laws and the laws of the State of Idaho applicable to the leasing of units.

12. All owners approved to lease their units shall and do hereby agree to indemnify and hold harmless the Association from any, all and every claim that may be asserted by any tenant, their guests or invitees against the Association arising in connection with the leasing, use, occupancy, violation of any law, regulation, rule or decision pertaining to the ADA, Fair Housing and all other claims brought, filed, prosecuted or made by any tenant, guest of the tenant or invitee of the tenant on the premises, including, but not limited to, any claim based upon premises liability, negligence or otherwise. Applying for permission to lease a unit shall be deemed to accept this indemnity provision and no further signature or documentation shall be required in order to trigger this indemnification provision in the event that an action, claim or demand is received naming the Association or its officers, directors, managing agent or members as a party. The right to indemnification includes all costs, attorney's fees and damages paid or incurred by the Association or any indemnified person, agent or member identified above.

## **PET AGREEMENT INFORMATION**

If an Owner within Hyde Park Place desires to have a pet, a request should be submitted to obtain the approval of the Board, which is composed of members of the Association, as provided in the CC & R's, Section 7.7 Animals/Pets. Once this approval is obtained, the owner or resident must then complete a Pet Agreement (example following). Pets must not exceed 100 pounds and there are limits on the number of pets allowed per Unit. The term "pets" excludes exotic animals such as reptiles, rodents or wild animals.

For more information regarding pet ownership, please contact DS Property

## **Hyde Park Place Condominium Association Pet Rules, Regulations, and Agreement**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, by and between \_\_\_\_\_ Owner of Unit Number \_\_\_\_\_ in Hyde Park Place CONDOMINIUMS, hereinafter referred to as Owner, and the Board of Directors of Hyde Park Place CONDOMINIUMS OWNERS' ASSOCIATION, which has been vested with the jurisdiction to approve or reject pets in the building, enter into pet agreements with Owners and to assume responsibility to enforce the Pet Rules, Regulations, and Agreement, hereinafter referred to as Board,  
WITNESSETH:

**1.** Owner owns and will have living in said condominium Unit the following pets:

Name \_\_\_\_\_, Breed \_\_\_\_\_, Age \_\_\_\_\_, Weight \_\_\_\_\_  
Name \_\_\_\_\_, Breed \_\_\_\_\_, Age \_\_\_\_\_, Weight \_\_\_\_\_

**2.** In consideration of the Board consenting to allow my pet(s) to be kept or permitted within my condominium Unit, and with respect for the comfort and peace of mind of my residential and commercial neighbors, I, Owner, hereby agree as follows:

- a.** To not keep or permit any pet in my Unit which shall be a nuisance, annoyance, inconvenience, or a danger to the Hyde Park Place Condominiums or any occupant thereof.
- b.** The terms "pets" excludes reptiles, rodents, and such wild or exotic animals, including without limitation, wolves, panthers, or tigers, and a pet exceeding 100 pounds in weight, or any other animal not approved by the Board.
- c.** To notify management if I will be out of town and the pet left in the Unit and, in which case, provide management the name, address, and phone number of the person or entity responsible for caring for the pet.
- d.** To immediately clean up after any pet accidents or activities, which leave foreign substances of any kind in the common area and to immediately notify management, so the

area can be professionally cleaned and sanitized, and to be responsible for any cost related thereto.

**e.** To license and inoculate said pet as required by law and to provide management with written verification.

**f.** To keep pets on a short leash always in all common areas so they do not make offensive contact with anyone in said areas.

**g.** To be responsible for and pay upon receipt of any billing for any primary and secondary damage caused by said pet(s).

**h.** To dispose of pet refuse by flushing down unit toilet. If other disposal is needed it should be wrapped in heavy-duty plastic and carried to the trash room located on the ground floor.

I understand that only two sustained complaint notices of any violations of this Pet Agreement will be given. Upon receipt of the third sustained complaint of any violation of this pet agreement, I will remove any pet previously permitted within 24 hours. I also understand I will be responsible for all cost and attorney fees if legal action is required to successfully enforce this agreement.

DATED this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

PET OWNER (All owners of condominium unit must sign)

HYDE PARK PLACE CONDOMINIUM ASSOCIATION

BY: \_\_\_\_\_

## **CONSTRUCTION RULES AND PROCEDURES**

Rules and procedures have been established by the Board of Directors as guidelines to owners who are remodeling an existing Unit to reduce the impact to people occupying the building and ensure protection of the common area. Please review the CC&R's for all requirements. It is the condominium owner's responsibility to guarantee their contractor (and subcontractors) are aware of and abide by these rules and procedures.

The Association reserves the right to refuse access to contractors should there be violation or non-compliance with these established rules and procedures.

A refundable "construction" deposit of \$2,500.00 is to be paid to the Hyde Park Place Condominium Association prior to commencing work. These funds will be held by the Association to pay for any damages that are a result of construction or remodeling activity, complete unfinished work, purchase insurance coverage or pay a lien placed on the building. Deposits will be refunded 10 days after receipt of the occupancy permit. Should there be damage to the common area, the deposit will be refunded within 10 days of correction less the cost of repair.

Owners are personally responsible for all costs that exceed the amount of the construction deposit, and that such damages may become a lien against the property in accordance with Article X, Section 10.2 of the Declaration.

### **CONSTRUCTION SUPERVISION, COORDINATION AND ASSISTANCE**

Please refer to the CC&R's regarding the property owner's responsibility to notify DS Property Management of their intent to perform construction or remodeling and provide a copy of the building permit. Deb Cano is the Property Manager and her phone number is (208) 922-8027. Shane Glenn Building Maintenance Supervisor his phone number is (208) 412-0276. Shane will provide contractor assistance for deliveries and access to the building systems if needed.

### **MATERIAL HANDLING AND DELIVERY**

Since Hyde Park Place has only one elevator, large deliveries should be scheduled before 9:00 A.M. or after 5:00 P.M, or on weekends. All construction workers are required to use the stairway during business hours of 8:00 A.M. – 5:00 P.M. Please contact DS Property Management a week or more in advance to schedule. All materials must be covered with a packing quilt or similar protection before entering the building to ensure protection of the walls, doors, etc. All materials must be stored within the unit. There are no staging areas within the building. Materials cannot be stored in the hallways or other common areas. Packaging cannot be placed in the hallways and must be hauled off site. A complete clean-up of all affected areas must be performed on a daily basis.

**PLEASE NOTE:** The **Parking Garage** is **NOT** for deliveries. **There is only a 7-foot clearance.** If the Parking Garage or the surrounding areas are damaged due to unauthorized use, you will be responsible for the costs of repair.

The following Contractors have been involved in the construction of Hyde Park Place. Owners and their Contractors are encouraged to use their services for installation or supervision when interfacing with the building electrical, fire alarm, HVAC or plumbing systems. If they are not used, the condo Owner/tenant may still be required to pay for their services to ensure the connections are done correctly.

Electrical: Capitol Electric (208) 342-8169

Fire Alarm: Allied General (208) 367-9100

Plumbing: Blackhawk Construction (425) 889-5498

HVAC: Air Care (208) 939-2566

Fire Protection: Custom Sprinkler Corporation (425) 413-9225

### **PHONE / PARKING / HOURS OF OPERATION**

It is the Owner's/Contractor's responsibility to provide DS Property Management with a cell phone number to contact the project supervisor during the construction period.

Hyde Park Place does not have a phone for contractor use.

Working hours in the building are 8:00 a.m. - 4:00 p.m. Monday through Friday (except holidays). All Contractors must be out of the building by 5:00 p.m. unless facilitating deliveries. Exceptions can be made on a case-by-case basis by calling DS Property Management.

### **TEMPORARY POWER / WATER**

Any temporary power or water needed during construction is the responsibility of each Unit Owner

### **FACILITY USAGE**

**There is NO SMOKING in the building!!!!** If you or any Contractor chews tobacco, please do not spit it on the floors! You are expected to carry a container to dispose of it. The cost of repairs for damage will be deducted from your deposit.

It is expected that all construction workers will act responsibly and respectfully while within Hyde Park Place or the underground parking garage. Profanity will not be tolerated the use of power tools (i.e. nail guns or drills) should commence after 8:00 A.M. Music must not be played loudly enough to be heard outside the Unit.

All building areas including the elevators, corridors, restrooms, and balconies are to be kept clean. Contractors are to provide their own vacuum cleaner within the Unit and rugs for both outside and inside the door to prevent tracking into the hallways. Cleanup should be done daily. The Unit Owner is responsible for all damage caused by their Contractors, subcontractors and workers. Any damage will be repaired by the Building Supervisor, and the cost deducted from the deposit. Signage cannot be placed in the windows or corridors of the building.

Contractors are responsible for hauling their own trash and construction debris from the

unit daily. Care is to be taken when removing trash and debris to ensure that the carpeting and walls are protected. All debris must be hauled away and cannot be placed in the halls or stairwells. Please do not use the Hyde Park Place dumpster for construction debris. Arrangements must be made by the Owner/Contractor for a separate construction dumpster.

### **ELEVATOR USAGE**

Elevator usage is not permitted at all for construction use.

### **SAFETY**

It is the Owner's responsibility to ensure that their Contractors work within Federal, State, and local Safety Guidelines. Each Contractor must provide a fire extinguisher and first-aid kit within their project area. Contractors must provide proof of liability insurance and worker's compensation insurance to DS Property Management before starting work.

### **KEYS**

It is the condominium Owner's responsibility to give Contractors a key to the unit. If re-keying is required, it must be done through Baldwin Lock & Key as they have the building keying system.

### **ACKNOWLEDGEMENT**

**I/we fully understand the above construction requirements. I/we understand that the above requirements supplement the Declaration and are in addition to the obligations of the Declarations and Guidelines. I/we will assume responsibility for any and all damage to all common areas as a result of our construction and remodeling including but not limited to walls, ceilings, floorings and painted surfaces and understand that any cost incurred for clean-up, maintenance or repair will be withheld from the Construction Deposit. Without limiting an owner's responsibility, construction deposit funds may be used to complete unfinished work, purchase insurance coverage or pay for a lien placed on the building if required by the board. Deposits will be refunded 10 days after receipt of the occupancy permit. I/we understand and agree that I/we are personally responsible for all costs to repair damages that exceed the amount of the construction deposit, and that such damages may become a lien against the property in accordance with Article X, Section 10.2 of the Declaration. Contractors and Subcontractors must carry Liability Insurance of not less than \$500,000 and worker's compensation insurance. Owner(s) specifically agree they are severally liable for their Contractor's compliance, acts and omissions.**

We have read and agree to follow the above Rules and Procedures.

Owner: \_\_\_\_\_

Mailing Address: Phone:

\_\_\_\_\_

Contractor: Phone:

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_