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**Association Rules,
Owner's Manual
&
Management Guidelines**

September 28, 2017

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Association Rules

ASSOCIATION RULES DEFINITION AND RESPONSIBILITIES

The Association Rules are a collection of directives and information which are used, in conjunction with the CC&Rs, to enable the HOA Board and the Owners to manage and meet the goals of the project and for the Board to accomplish the daily business of the HOA. The rules for the Association may be adopted, amended, or changed by a majority vote of the Board of Directors. The Board has the authority to establish fines for violations of Condominium Documents, including these Rules, along with other remedies. The Association's Condominium Documents apply equally to all members including those serving on the Board. If Rule changes occur an update will be distributed to all members. In the event of an inconsistency or a conflict between the rules and the governing documents of the Association, the governing documents shall prevail.

Owners are responsible for rule violations created by their lessee, occupants, or invitees and any fines or expenses incurred due to said violation.

If you wish to report a rule violation, for the protection of all parties you must report it in writing. Verbal reports will not be taken. Reports of rule violations must have specific information including the nature of the violation, the date & time the violation occurred, and the unit number of the party causing the violation. Management will not be able to verify all reports of violations such as someone witnessing pet waste not being cleaned up, but a courtesy letter may still be issued.

If a rule violation occurs, you will receive a courtesy letter notifying you of the violation. A fine will exist on a first infraction only if damages have occurred. Upon a second violation of the same nature you will receive a fine. If you receive a fine for a rule violation, you may request in writing a hearing before the Board of Directors to appeal the decision. Fines may continue and may increase with each violation unless alternative enforcement procedures are identified per the CC&R's or guidelines. The Board of Directors have established the following fine schedule:

- 1st violation - \$100
- 2nd violation - \$200
- 3rd violation - 400.00 and a required meeting with the Board of Directors for final resolution

Fines may be assessed in addition to the expense to repair any damages.

INSURANCE

Required Owner's Insurance

You must purchase a separate condominium insurance policy to cover your furniture and personal property located in your Unit, and if applicable, in your Storage Area. Your policy must also have liability coverage of at least

\$500,000. 119 Boise Condo Owners' Association, Inc. and the current Property Management organization must also be named on the policy as "additional interest." Please refer to Section 13 of the CC&R's for more information on the type of condominium insurance required by the Association.

HOA Provided Insurance

Association dues include the building insurance. This coverage is for the building common areas. The Association insurance is a commercial package policy for property and liability coverage. In addition to this package an additional commercial umbrella policy for the Association and liability insurance for the Board of Directors will be purchased.

The insurance agency for 119 Boise Condo Owners' Association is:

Insurance Agency: Hub International Insurance Services Inc
Agent: Gwynn Thomas
Address: 1903 Wright Place, Suite 280, Carlsbad, CA 92008
Phone: (760)707-5627
Email: gwynn.thomas@hubinternational.com

Insurance Company: Travelers Property Casualty Company of America
Policy #: 680-H024642

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

ANNUAL HOA MEETING

Annual HOA Meeting Schedule

The HOA Board of Directors is tasked to determine and set the date for the HOA Annual Meetings. This can change from time to time as appropriate. Currently, the HOA Annual Meeting is scheduled to occur at 6PM on the 4th Thursday of the month of September each year. The meeting location will be communicated to the members as it is determined each year.

PARKING

At least one reserved parking space has been assigned by the Association to each unit during the sale of the units. Some unit owners may have purchased the right to an additional parking space. There are two handicapped parking spaces available for use in the Community. These spaces will be assigned as reserved spaces. Management reserves the right to reassign these spaces to those needing handicapped parking on a short or long term basis. Guests may not park in the garage, other than in an owner's assigned space.

If you wish to switch parking spaces with another resident, the switch must be done through the Association. The two handicapped spaces will be assigned by the Association on a first request basis. In the event a unit owner requires the use of a handicapped parking space the Association has the right to exchange the previously assigned space with the unit owner for the use of the handicapped parking space. Owners who require the use of the handicapped spaces for an extended period of time should submit their request in writing to the Board of Directors and deliver to Management. Please refer to the CC&R document Section 6.3

Parking Spaces may be used only for parking of operable passenger motor vehicles of a size appropriate for the applicable Parking Space. All vehicles shall be parked in the center of the Parking Space assigned to that unit and owner; and in a manner that allows adjoining Parking Spaces to be used as intended. **Parked vehicles may not extend into the drive aisle of the garage.** The length of the vehicle shall include the distance from the front bumper to the rear bumper and shall also include any device that extends from either bumper such as a trailer hitch or cattle guard. The width of the parking space shall be determined by reference to the sidelines of that parking space. Please refer to the CC&R document, Section 6.2

Any future vehicle owned by the unit owner or anyone occupying the unit shall comply with the rules as set forth herein and in the official version of the rules.

Parking Access

You will be provided with one garage door remote for each parking space assigned to you to operate the garage door. The remote is necessary for both entering and exiting the garage with your vehicle. For exiting without a vehicle, there is a green "Open" and red "close" button located on the right side of the garage gate. If you lose your garage door remote, you can obtain a new one by calling Management. There will, however, be an additional cost for the replacement of this equipment. You may also purchase one additional garage door remote for each assigned space, if needed. At no time will an owner be allowed to have more than 2 remotes for each space reserved.

Parking Garage Safety

The speed limit within the garage is 5 MPH. It is highly recommended that a car's driving lights be turned on when in the garage as this greatly helps visibility for the driver, and for other drivers, pedestrians and bicyclists. Remember, the garage is narrow and visibility is challenging given the shadows and corners. The corner mirrors help visibility when negotiating around the garage turns and should be used.

It is also a good idea to be aware of anybody standing near the garage door when you exit or enter. An unauthorized person 'tailgating' into the garage either in a car or on foot will have access to the entire building, compromising the

level of security of 119 Boise. Do not expose yourself to danger, but if you are concerned about someone inappropriately lounging around the garage door, please call the Property Manager and ask for advice.

Please note that the clearance in the garage is limited on all levels. The ceilings can be damaged. Please be careful when using bike or ski racks, rocket boxes etc. You will be responsible for any and all damage caused to the Parking Garage as a result of your use of the same. The clearance maximum is 7 feet 6 inches for the 2nd level parking and 9 feet 0 inches for the 1st level parking. The Association is not responsible for any damage to your vehicle or any carrier or other items mounted on your vehicle resulting from it coming in contact with any part of the garage.

In case of emergency or power outage, the garage gates can be manually opened. To manually open, pull the red lever located to the right of the gate, pull down until it firmly locks in place. The lever is adjacent to the hanging pull chain. Once it is locked into position, pull the chain to open the gate to exit. This may take several minutes and you must continue to pull the chain until the gate is completely open.

COORDINATION OF MOVING DAY

When an owner is ready to move into or out of 119 Boise, or have delivered or moved large items, pieces of furniture or appliances, the owner must call to schedule at least two (2) working days prior to moving so that the elevator can be protected.

The **Parking Garage** is **NOT** for deliveries. **The clearance on levels is limited.** If the Parking Garage or the surrounding areas are damaged due to unauthorized use, the owner will be responsible for the costs of repair.

All items moved into or out of 119 Boise must be properly padded to protect the walls of the elevators and common areas. Owners are responsible for any damage resulting from moving any items in or out of 119 Boise. As items are unpacked, the owner is responsible to break down the boxes and place them in the appropriate recycling area in the bike room. Do not leave boxes in hallways.

BUILDING ACCESS SECURITY

Resident Entrance/Exit Doors – Codes & Security

The main entry doors, exterior perimeter doors and garage roll-up door in the parking garage are locked 24-hours a day. Owners and/or non-owner occupants (residents) must use their key fobs and/or garage remotes to enter the building. The key fobs and garage remotes are for resident use only. **Do not give out your key fobs or garage openers.** The doorways into or out of the building, including the main entrance and any located in the garage and associated utility rooms are NEVER to be blocked open unless a person is assigned to and stationed at the doorway to ensure only proper access is maintained. If any resident is moving furniture or other items, including any maintenance or remodel supplies or tools, into or out of the building someone must be monitoring the entrance being used when held open to ease such access.

Door Access Attempts Without Fob, Code or Resident Contact

Part of this project's appeal is its security infrastructure. It is incumbent on all occupants to **NOT** allow access to anyone who does not have a key fob, or who cannot contact a sponsoring resident for access via the phone system. This issue happens to residents mostly when in the lobby or entering/leaving the building at the front door. If someone is trying to gain access into the building without a key fob please direct him or her to use the entrance phone system to contact their visit-sponsor. If they cannot contact their visit-sponsor, please tell them to contact management. **Do not let people 'tail-gate' you through the front door. NEVER ALLOW ENTRANCE TO ANYONE WHO DOES NOT HAVE A FOB OR WHO CANNOT CONTACT THEIR VISIT-SPONSOR. THIS CAN RESULT IN DAMAGES OR HARM TO YOURSELF OR OTHER RESIDENTS, AND POSSIBLE LIABILITY ISSUES.** Knowing the name of a resident is not evidence of an approved visitor and should not be so considered.

Management can activate or de-activate key fob's upon request. It can take up to 24 hours for requests to be processed.

NO SMOKING BUILDING

119 Boise is a Non-Smoking Property! Smoking is not allowed within units, on decks or in common areas of the building including the entry area to the front door, garage and bike shop. If an owner or an invitee chews tobacco, do not expectorate on the floors and be sure to carry a spittle container and dispose of it properly. Damages to common area as a result of tobacco usage will be repaired and costs will be billed back to the unit owner. Please make sure all non-owner occupants and guests are aware of this rule.

PATIOS, WINDOW COVERINGS & EXTERIOR BUILDING APPEARANCE

119 Boise has been designed with a very attractive exterior. Owners are responsible and must ensure there are no actions taken by themselves or non-owner occupants doing anything that would diminish the exterior appearance of the building as determined by the Association. Window tinting and non-approved window coverings are prohibited. The window covering vendor and coverings pre-approved by the Association for installation are:

Vendor: The Blind Guy - Ryan Lightner

208-433-9303 ryanl@blindguy.com; or blindguy@blindguy.com

Approved Coverings:

- **Hunter Douglas Roller Shades:**
 - a. Aglow - Lucent
 - b. Dare – Ivory Coast
 - c. Flaunt – Whisper white
 - d. MonoChrome – White on White
 - e. Urban Loft – Organic Cotton

- **Hunter Douglas Designer Screens:**
 - a. Constellation – Vanilla
 - b. Empire – Fence Post
 - c. Hanover – Parchment
 - d. Intuition – Canvas
 - e. Jewel – Moonstone
 - f. Neptune – Shooting Star
 - g. Umbria – Quartz

Samples of these coverings can be viewed by requesting sample booklet from management.

Alternative coverings that are “white backed” and have texture/patterns that cannot be seen from the street may be approved by the Association from time to time and will then become available for selection by owners.

Owners may not hang or drape anything over the patio railings including fabric or clothing nor store unsightly items outside, including but not limited to garbage, signs, bicycles, solar lights and lanterns, or gardening equipment. No sign of any kind is allowed such that it can be viewed from outside the building either on patios, or in doors or windows; this includes but is not limited to Political, 'For Sale', 'For Lease' or other signs. These items should be kept in your storage area. Patios and Decks are not to be used for pet storage. Pets are not to be left on decks if unit is not occupied.

You may have appropriate exterior patio furniture, hard piped natural gas grills, flower boxes, or flower pots approved by the Association. The Association reserves the right to define what is appropriate to be placed on patios or is viewable from outside the building.

PET AGREEMENT INFORMATION

If an Owner or non-owner occupant within 119 Boise desires to have a pet, a request should be submitted to obtain the written approval of the Association. Only two pets of any combination are allowed per unit. The term "pets" excludes exotic animals such as reptiles, rodents or wild animals. Pets are allowed in the community as provided in the CC & R's, Section 7.13 Animals/Pets.

In order to comply with Federal and State Rules, registered and approved service animals will not be counted as pets. Prior to any animal being allowed into the building, the forms provided by the management company to confirm that a service or companion animal meets the legal requirements must be completed and returned to the Association's manager.

To obtain this approval, a pet agreement must be used to make the request. (An example of the Agreement is included in the addendum.) Please contact the Association and they can provide you with a copy of this agreement. The unit owner will be asked to complete the agreement with all of their pet information and sign off agreeing to adhere to more specific pet rules as identified in the agreement itself. Once this approval is obtained, the owner or resident will receive a signed copy of the complete Pet Agreement. Please keep this approval in your records.

If an owner does not receive approval for their pet prior to having the pet on the property they will be considered in violation of the Association rules and are subject to rule violation notices which may include fines.

For more information regarding pet ownership, please contact the Association.

119 Boise HOA - Pet Rules, Regulations, and Agreement

THIS AGREEMENT, made this ____ day of _____, 20__, by and between _____ Owner or non-owner occupants of Unit Number ____ in 119 BOISE CONDO, hereinafter referred to as Pet-Owner, and the Board of Directors of 119 BOISE CONDO OWNERS’ ASSOCIATION, which has been vested with the jurisdiction to approve or reject pets in the building, enter into pet agreements with Pet-Owners and to assume responsibility to enforce the Pet Rules, Regulations, and Agreement, hereinafter referred to as Board,

WITNESSETH:

1. Pet-Owners 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 neighbors, I/We, Pet-Owners, 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 119 Boise 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 any pet 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 at all times 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 deposited in the trash chute.

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(s)

119 BOISE CONDO OWNERS ASSOCIATION, INC. BY:

ANNUAL INSPECTIONS & EMERGENCY ENTRY TO THE UNITS

The Association has the right and duty to make annual inspections of the interiors of each unit. A member of the Management team will always accompany an inspector in such case and advance notice shall be given to the unit owners.

Additionally, the Association reserves the right to enter a unit in the event of emergency to mitigate any damages and make repairs. Attempts to make prior contact with the unit owner will be made before making entry in the event that time and potential damages allow. Notification after entry will always occur. If you will be out of town, please let us know and leave emergency contact information. We will only enter your Unit in your absence in the case of an emergency such as fire, flood or gas smell.

MAINTENANCE / CLEANING

If you notice any maintenance problems or have concerns regarding the common areas, please call our Management and the appropriate person will be contacted to take care of the issue.

Periodic Heat Pump Maintenance & Filter Changes

Maintenance and repair to individual heat pump systems is each Owner's responsibility. Each owner must contract with the HOA's designated HVAC contractor for an annual preventive maintenance service, twice annual replacement of the heat pump air filters and other as needed scheduled inspections of your heat pump system. The association will facilitate the scheduling and payment of owners HVAC service contracts through an additional charge on their monthly HOA Assessment.

To make filter changes, the HVAC Vendor will need to enter your unit. You will receive prior notification of the dates the filter changes will occur. If you require being present during the change, please contact Management.

Dryer Venting

It is the responsibility of each individual unit owner to clean dryer vent system on a bi-annual basis at a minimum.

Window Cleaning

Exterior window cleaning will be done at least twice per year. You will be notified of these dates at least one week before the day of cleaning. You can arrange to have the interior of your windows cleaned or the exteriors cleaned more frequently, for an additional charge. If you would like to make interior cleaning arrangements, please contact the cleaning contractor directly as soon as you receive your notification of scheduled exterior cleaning, and make your individual arrangements. If exterior cleaning is desired at other times, please contact the cleaning contractor directly and notify Management of these actions.

[DRAFTING NOTE: This section to be expanded in next edition of the Rules and Regulations]

Periodic Fire Alarm Sensor Inspection

We are required to inspect the fire sprinklers in each Unit. We will contact you to schedule this inspection and Management personnel will always accompany inspectors.

STORAGE AREAS

Storage units are assigned to each unit prior to the time of the original purchase of a condominium unit. Storage areas are located on the first and second floor of the building. Storage Area users are expressly prohibited from

storing chemicals, hazardous materials or flammable liquids in this area. Please also refrain from storing anything that may increase the insurance rates for the Association or may be deemed a nuisance.

There can be no storage of any items above the red line (6 foot 6 inches) on the wall of each storage unit. This is a fire/life/safety issue and a requirement by the Boise Fire Department.

UNIT RENTALS & NON-OWNER-OCCUPIED UNITS

The number of non-owner-occupied units allowed in the building is a total of 7 units. Once 7 of the units are established as non-owner occupied, if that ever occurs, anyone else wishing to lease or otherwise have a unit occupied by a non-owner must notify the Association in writing and will be placed on a waiting list. This is all done on a first come first available basis. Please contact the Management office to obtain the form to submit for approval for leasing. See section 7.25 of the CC&R's.

After a request for non-owner occupancy is approved the owner must have an occupancy contract, such as a lease or other similar agreement in place within 90 days of being approved. A copy of the occupancy agreement and tenant contact information must be provided to the Association within 5 days of the executed occupancy contract. If the owner does not have their unit occupied within 90 days of their request being approved they are moved to the bottom of the waiting list and the next owner on the list is allowed to lease their unit.

The owner must notify the Association in writing 30 days prior to the expiration of any existing occupancy agreement or within 5 days of an occupancy agreement's defined termination. Once an occupancy agreement has expired the owner will be given another 90 days to arrange another occupancy agreement for their unit from the date of expiration or termination. If the owner does not obtain another occupancy agreement within these 90 days then the owner's unit is moved to the bottom of the waiting list and the first owner on the waiting list is given an opportunity to arrange an occupancy agreement for their unit.

The Association requires that all Owners leasing or otherwise having their unit occupied by a non-owner, must provide an occupancy agreement for their units and the owner is required to conduct a background investigation on all non-owner occupants in order to allow them to occupy the unit. Both of these items must be provided to HOA at the time a unit owner is approved to lease and has a prospective tenant. After an occupancy, any non-owner tenant must continue to meet the rental criteria as established by the Board of Directors of the Association. If a non-owner tenant is found to be not in compliance with the rental criteria, unit owner shall have 10 days to initiate termination of the occupancy and shall be permitted 30 days to have the non-owner occupant vacate the unit. If the Owner fails to initiate termination or have the non-owner occupant removed, the Owner is subject to fines from the Association of \$100.00 per day of the violation.

Owners are advised that in the event of the leasing or other non-owner occupancy agreement of their unit the owner is still the responsible party to the Association for the actions of any non-owner occupants. Any violations and/or fines as a result of the actions of any non-owner occupants will be the Owner's financial obligation to the Association. The Association further requires that copies of the Condominium Documents be added to the lease or other occupancy agreement with a stipulation that any non-owner occupants will adhere to all of the Association's Condominium Documents.

NOISE DISTURBANCES & PARTIES

119 Boise is situated in downtown Boise, which puts it in close proximity to various restaurants, bars, 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. If a formal complaint is issued, please provide a copy to the Association so that complaints can be documented.

Additionally, while it is desired that all owners and non-owner occupants use and enjoy their unit we ask that everyone use courtesy when making noise. Remember that with common walls and in multi-family dwellings it is impossible to block all noises. Even common living noises can be a nuisance such as vacuuming or hanging pictures after 8:00 p.m. or before 8:00 a.m.

If an owner or occupant is planning a party or an event that will generate noise outside of normal living sound, please talk to the surrounding neighbors to let them know and provide your telephone number so they can call if the noise becomes too much. Remember also you are responsible for the actions of your guests and invitees should they cause noise issues or damages. Please refrain from jeopardizing the security of the building. You will need to make arrangements to unlock the lobby doors for your guests or have a door person available to allow access. Please notify Management in the event you will have a door person allowing access.

If a neighbor is creating a noise disturbance that is excessive and warrants mitigation, please contact the Boise Police Department, at their non-emergency number 208-377-6790. You should follow up in writing to the Association so that the Association may take action upon said disturbances. Noise complaints given verbally will not warrant action by management or the Association.

Communication between neighbors is vital regarding noise and can make for a more enjoyable and peaceful living environment for everyone.

INTERIOR ALTERATIONS

UNDER NO CIRCUMSTANCES CAN A UNIT OWNER MAKE ANY ALTERATIONS TO SHARED WALLS BETWEEN UNITS, FLOORS OR CEILINGS WITHOUT GOING THROUGH THE ALTERATION APPROVAL PROCESS NOTED BELOW. THIS IS TO PROTECT THE INTEGRITY OF THE BUILDING'S DESIGN FOR FIRE CODE AND SOUND TRANSMISSION.

If a unit owner wishes to make alterations, they are required to obtain written approval from the Association BEFORE any work commences. This would include but not limited to the following:

1. Mounting of televisions or any other large fixture to a shared wall.
2. Installation of any ceiling lighting including pendants, can lights, track lighting,
3. New/replacement flooring including Hardwood, Tile, Laminate, Carpet, or any other finished flooring product.

The following items are expressly prohibited at all times:

1. In-Wall Speakers
2. In-Ceiling Speakers
3. Floor or surface mount speakers and/or sub-woofers shall not rest against any baseboard or wall.

Please refer to the Remodeling Rules and Procedures below.

REMODELING RULES AND CONSTRUCTION PROCEDURES

The Board of Directors has established rules and procedures for owners who are remodeling an existing Unit. These rules exist to reduce the impact upon people occupying the building and ensure protection of the common area. Please review the Condominium Documents 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. Please contact the Association to obtain a construction agreement. Any construction work including the delivery of materials may not commence until management has received an executed construction agreement and a construction deposit.

A refundable "construction" deposit of \$5,000 is to be paid to the 119 Boise Condo Owners Association prior to commencing any significant work, including but not limited to: alterations of interior walls, kitchens and bath remodels, revisions to or additions to the electrical service. A copy of the Building Permit (if required) must accompany the deposit check. These funds will be held by the Association to pay for any damages that are a result of construction or remodeling activity by an owner, complete unfinished work, purchase insurance coverage or pay for a lien placed on the building if applicable. Deposits will be refunded 10 days after completion. Should there be damage to the common area, the deposit will be refunded within 10 days of correction less the cost of repair. For smaller projects, the deposit may be reduced at the discretion of the Association. Examples of smaller projects include: Repainting, minor cabinet repairs, carpet or other flooring replacement.

Owners are personally responsible for all damages and related costs that exceed the amount of the construction deposit, and that such damages may become a lien against the property in accordance with Article 10 of the CC&R's.

All owners are responsible for signing the following acknowledgement of reading these rules and related rules in the Condominium Documents.

Construction Supervision, Coordination and Assistance

Please refer to the CC&R's regarding the owner's responsibility to notify the Association of their intent to perform construction or remodeling and provide a copy of the building permit, if required. The HOA will make arrangements to provide contractor assistance for deliveries and access to the building systems if needed. Advance notice is required to ensure maintenance staff availability.

Material Handling and Delivery

Since 119 Boise has only one elevator, large deliveries should not 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., unless specific written permission has been given by the Association. Please contact the Association one 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. If the Parking Garage or the surrounding areas are damaged due to unauthorized use, the owner will be responsible for the costs of repair.

Please contact the Association for references to contractors who have been involved with projects at 119 Boise.

Phone / Parking / Hours of Operation

It is the Owner's/Contractor's responsibility to provide the Association with a cell phone number to contact the project supervisor during the construction period. 119 Boise 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 Management.

Facility Usage

There is **NO SMOKING** in the building! If you or any Contractor chews tobacco, do not expectorate on the floors! The cost of repairs for damage from any tobacco-related activity will be deducted from the construction deposit.

It is expected that all construction workers will act responsibly and respectfully while within 119 Boise or the underground parking garage. Profanity will not be tolerated. The use of power tools (i.e. nail guns or drills) may not begin until 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, 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 must be done daily. The Unit Owner is responsible for any and all required cleaning and/or damage caused by their Contractors, subcontractors and workers. Any required cleaning and/or damage will be repaired, and the cost deducted from the deposit. Any amounts in excess of the deposit will result in a liability

against the unit owner and may result in a lien against the unit. 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 on a daily basis and it is not to be placed in on-site trash/recycling receptacles. 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 or in the building trash chute. If necessary, arrangements must be made by the Owner/Contractor for a separate construction dumpster.

Elevator Usage

Elevator usage is discouraged for construction use. It may be used at specific times for transportation of supplies, but only if the elevator cabin has been padded by the building supervisor. If the building supervisor is required to be on-site to assist and monitor any construction activities, then unit owner will be assessed an hourly charge of \$32.50.

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 property management, along with a signed acknowledgement of construction rules and the construction deposit before starting work.

Keys & Access

It is the condominium Owner's responsibility to give Contractors access to the building and their unit. Under no circumstances should a key and/or FOB be given to a contractor. Building owners can contact Property Manager if assistance is needed in coordinating access.

ACKNOWLEDGEMENT OF READING THE CONSTRUCTION REQUIREMENTS/RULES

I/we fully understand the above construction requirements. I/we understand that the above requirements supplement the Condominium Documents and Construction Rules. 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 owners 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 or completion of the work as determined by the association. 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 10 of the Declaration. Contractors and Subcontractors must carry Liability Insurance of not less than \$1,000,000 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:



onenineteenboise.com

Owner's Manual & Management Guidelines

OWNER'S MANUAL & MANAGEMENT GUIDELINES DEFINITION AND USAGE

This Owner's Manual & Management Guidelines are designed to be 'useful' information for the owners and occupants of the 119 Boise Condominiums. This Manual and Guidelines will be updated by the Board on an as-needed basis. This manual can be updated without a formal meeting and/or voting process by the Board, requiring only full communications between Board Members of a proposed update so that any corrections or objections can be further discussed.

The information in this Manual and Guideline is such that it is 'helpful' to owners and occupants, but is not necessarily required, nor does it contain enforceable limitations such as found in the Rules, above.

BOARD OF DIRECTORS

Director : Clay Sammis

Director: Shane Felker

Director: Mark Hellickson

The Board of Directors are members of the Association duly elected at Annual Membership Meetings. The Developer appoints the first Board of the Association. This page will be updated after each election. If you are interested in serving on the Board, when you receive an annual meeting notice please contact management to place your name on the ballot for the next election.

In addition to a Board of Directors, the Association may set up committees for certain task items. If you are interested in helping with your community, please contact management to inquire about committees and opportunities to help.

MANAGEMENT DIRECTORY

Debra Cano or Shane Glenn
DS Property Management
P.O. Box 45387
(208) 922-8027
Boise, ID 83711

Phone: (208) 412-0276

Fax: (208) 321-9424

E-mail: deb@dspropertymgmt.com, shane@dspropertymgmt.com, office@dspropertymgmt.com

Website: <https://dspropertymgmt.com/associations/one-nineteen-condominiums>

BUILDING MAINTENANCE CONTACT

Please contact DS Property Management concerning any building maintenance and/or security issues.

AFTER HOURS EMERGENCIES CONTACT

Shane Glenn: 208-412-0276

Deb Cano: 208-922-8027

BUILDING MANAGEMENT OVERVIEW

DS Property Management has been hired by the Board of Directors to provide association and facility management for the 119 Boise Condo Owners Association, Inc. (the "Association").

Please review and become familiar with the 'Condominium Documents' of 119 Boise which include, but are not limited to, the Declaration, the Plat, the Bylaws and the Rules. You should have received these documents at closing. These documents are also available on [DS Property Managements website](#). These documents govern the manner in which the Association operates.

The Board of Directors uses these documents to guide them in management of the Association. For the present time, DS Property Management will act as the Association Manager for 119 Boise. They will also manage building interior and exterior maintenance, janitorial and related services. For warranty issues within individual units, please contact DS Property Management to help facilitate. **For after business hours maintenance emergencies call Shane Glenn at (208) 412-0276.** If you can't reach Shane, please call Deb Cano 208-922-8027

ASSOCIATION DUES

The Home Owner's Board prepares a budget each year. This budget is delivered to the Association membership prior to the annual meeting. The budget is the tool used by the Board to determine the amount of Association dues to assess upon the membership to pay for operating expenses and to put funds into a reserve account for future replacement needs. Exhibit D of the CC&R's detail the assessment assigned to each unit.

Association dues are made up of Regular, Special and Limited Assessments as described in Section 9 of the CC&R's. 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 and interest of 18% per year begins to accrue if payment is not received by the 20th of the month. Association dues can be pre-paid for up to one year.

Association Dues cover among other expenses, the following:

- Administration including Management Fees & Meeting Costs
- The Building Supervisor's Daily Building Check
- Inspections of the Building and Equipment
- Building Heating, Ventilation and Air Conditioning Systems for Common Areas
- Building Common Area Maintenance including Exterior and Roofs
- Elevator Maintenance
- Maintenance of the Access control
- Maintenance of Equipment for Fire Protection
- General Common Area Cleaning including Window Exteriors
- Landscaping Maintenance
- Utility Service for the Common Area including Water, Trash, Gas & Electric.
- Holiday Decorating
- Insurance for Common Area Property & Liability.
- Reserves for future replacements or capital costs

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 on your condominium. 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 to request one.

NEW OWNER'S/OCCUPANT CONTACT INFORMATION

After you close on the sale of your unit, please take a moment to inform Management of your contact information. Also, if you lease or otherwise have the unit occupied by other than the owner, please inform Management of the occupant's contact information. Please be prepared to provide occupants name(s), unit number, phone numbers, mailing address, email address(a) and an emergency contact person(s) with their information. This will ensure that they are able to provide you with your dues payment coupons, any notices regarding the property, have your phone number programmed into the entry system and contact you in the event of emergency. If at any time this information changes, please be sure to update your contact information on record.

ELECTRICITY POWER BILLING

Units are separately metered for electricity only. When you purchase your Unit, you will need to contact Idaho Power Customer Service at (208) 388-2323 to have service connected in your name.

MAIL AND NEWSPAPER DELIVERIES

The mailboxes are located in the main lobby and for the use of the owners and are assigned at the time unit is sold. The HOA reserves the right to relocate a unit's placement within the mailbox system if necessary. In the event you lose your keys, it will be necessary to re-key the locks, at your expense. If at any time your mail delivery exceeds

what will fit in your box, the postman will leave a key in your box to one of the larger parcel boxes or parcel closet. 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.

A special key fob will be set up and given to the United States Post Office and the Idaho Statesman for their access to provide delivery in the building. The Idaho Statesman will deliver newspapers to each door.

COURIER DELIVERIES

The security system prevents unauthorized persons from gaining access to the building. Outside delivery services such as UPS and Federal Express have been given access codes to the building, and will normally leave parcels at your door if you are not home when the delivery occurs. If you have a large item delivery, please contact Management or the Building Supervisor and we will be happy to assist you.

MAINTENANCE WITHIN INDIVIDUAL UNITS

Generally, all maintenance within your Unit is your responsibility. If needed, our building supervisor may be available to supervise any interior maintenance performed by private contractors. Any services provided by the building supervisor will be billed to you at the regular hourly rate. Please contact Management to put in a maintenance request.

Individual product manuals, along with warranty information, have been placed in a drawer in each Unit's kitchen. In addition, this information is available on the DS Management website: <https://dspropertymgt.com/associations/one-nineteen-condominiums>. Upon request, a flash drive with this information can be provided.

FLOORING:

Maintenance tips for concrete floors and engineered hardwood floors from manufacturers:

DO

- To prevent scratching the finish, sweep or vacuum floors often to eliminate dust and abrasives.
- Mop up spills immediately to safeguard floor from cupping.
- Use of rugs in and outside of entranceways as well as high traffic areas, (i.e. dishwasher, in front of sinks) will help prevent your floor from showing early signs of wear. Use rugs with mesh backings, which prevent humidity from being trapped underneath the rug.
- Securely fasten felt pads to the bottom of furniture legs or feet to prevent scratching of floors. Ensure to replace pads when needed.
- Use only large, rubber or polyurethane castors. Caution: Plastic castors may potentially damage your floor.
- When moving heavy furniture, don't compromise the finish of your wood flooring. Flip a mat or small rug over and place a smaller piece of plywood on top of rug. Place furniture carefully on top of plywood. Slide furniture safely and smoothly to its new location.
- Trim your pet's claws often to avoid scratching of floors.
- Sunlight fades hardwood finishes, the use of curtains or blinds whenever possible aids in the UV protection of your flooring. The yellowing of lightwood species is a natural phenomenon that can only be delayed, and not eliminated.
- Make sure to maintain a relative humidity level between 25 and 60%. Wood is a natural material that reacts to relative humidity variations. High humidity causes buckling in wood floors, and a low humidity causes gapping between strips. Control the humidity with a dehumidifier or humidifier respectively.
- Lightly mist floors with hardwood floor cleaner, then clean and polish using a terry cloth mop.

DO NOT

- Never wet mop hardwood floors.

- Never using wax, oil-based, or other household cleaning detergents on your floors. Never allow high-heels or cleats on your floor, as they will damage the finish.

PLUMBING

- Floor drains are located in each unit's mechanical room accompanying the water heater and heat pump. Some units have one drain while the larger units may have two. Although, trap primers periodically inject water into the drains to prevent odors from rising from the drains, during long periods of inactivity the drains may dry out. Pouring a cup of water down the drain can alleviate this problem should it occur.
- Locate and label water shut off valves at the water heater, under sinks, and at the in-wall plumbing manifold and show all family members and occupants how to close it in case of emergency

MECHANICAL

- All interior exhaust systems including dryer, cook top and bathroom fans need to be examined and cleaned on a bi-annual basis at a minimum.

DOORS AND WINDOWS

-

MAINTENANCE/CLEANING: BUILDING SYSTEMS/COMMON AREAS

For any problems you encounter that you believe may be a result of a problem with the original construction or equipment, please bring it the attention of Management by e-mail or phone.

All equipment that operates the 119 Boise building is inspected at appropriate intervals and at least on an annual basis. The HOA Management Company maintains records of maintenance schedules and suppliers.

All common areas of the building are cleaned on a regular schedule. If you notice any issues of incomplete or inadequate cleaning of the common areas such as carpets, elevator, stairs, walls, etc., please notify the Building Manager.

GARBAGE REMOVAL AND RECYCLING

There are trash and recycle receptacles located near the bike parking area on the ground floor. Trash chutes are located on the west side of elevator on floors 3-6. All items placed in the trash chute must be bagged then tied or knotted securely for sanitary reasons. When using the trash chute please use trash bags no larger than the standard 13-gallon kitchen bags. Make sure all trash bags are securely tied. Large items and boxes **must not be put into the trash chute.** These items will block the trash chute causing expensive repairs and the backup of trash.

There is a separate chute for recyclable materials. Please follow the guidelines located in the trash room on what is acceptable to be recycled.

Any boxes need to be broken down before placing them in the recycling bin in the bike shop area for pick up. Please contact management to assist you with arrangement to dispose of any large items that would not be considered normal household waste.

BUILDING SECURITY

Door Keys

An all access key fob is in the knox box for the Fire Dept. This will allow them entry inside the building and to get to any floor. They will have access to the key box located on the property that has the keys for the units. The doors are not on a master system, so we cannot give them **one** key to get in.

If you need to re-key your locks, you must use the Association approved locksmith and management must be provided a copy of this key. Please contact Management and they will assist you with the name and contact information of the locksmith.

Access for Visitors

Each unit has a phone number in the entry system. A guest calls the number provided for that unit. The owner then answers and identifies the person then pushes the number “9” on their phone which releases the lock on the entry door. They have 2 minutes to access the elevator and go to the floor associated with the phone number in the call box at the entry. This allows them to get to the floor they want on the elevator.

Delivery companies like FedEx and UPS have a code to get into the lobby where they can access a lock box which contains a fob that provides them access to all floors.

The Association will provide a satellite dish for satellite providers DirectTV and/or Dish. Hook-up costs will be the responsibility of each individual owner. A conduit & wiring is in place within each unit in order to facilitate the hook-up. No individual antennas will be allowed.

CenturyLink is the local telephone service provider and also provides Internet access to the individual units. They can be reached at 877-720-3427. Once you have phone service established, please contact management to set up the telephone number for the entry system.

BUILDING SAFETY

The following is provided for informational purposes only and represents generally accepted safety procedures recommended by numerous public and/or private agencies.

Evacuation of One Nineteen may be necessary for a variety of reasons. Each person should be familiar with at least two escape routes. Attached are the floor Plans for each floor.

Have an Annual Fire Drill to practice evacuation procedures.

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	Don’ts
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.	Don’t use elevators. Elevators are removed from service after the alarm is pulled.
Do use stairwell exits only.	Don’t attempt to fight a large fire.
Do walk - don’t run.	Don’t take time to gather personal belongings.

Do move away from the building at least one block.	Don't return until "all clear" is given.
Do 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 attached.

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. Upon entering either stairwell on your floor determine your fastest evacuation plan. If you can safely reach the lobby or alley exits do so this will be the most efficient exit. Should you need to exit the stairwell via the second-floor parking garage then go directly to the garage gate and manually open the gate and exit. To manually open the parking garage gates; pull the red lever located to the right of the gate, pull down until it firmly locks in place. The lever is adjacent to the pull chain hanging. Once it is locked into position, pull the chain and open the gate to exit. This may take several minutes you must continue to pull the chain until the gate is open.
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 One Nineteen Condominiums 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 One Nineteen Condos 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 One Nineteen 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 One Nineteen Condominiums 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