



Twotown Parkway Subdivision

MEMBERSHIP RULES AND GUIDELINES

July 2018

The Undersigned acknowledges that he/she has fully read the Twotown Parkway Subdivision Membership Rules and Guidelines and all other documents mentioned therein and expressly agrees to comply with and follow all terms and conditions contained therein.

Owner:

Date: _____

Date: _____

BOARD OF DIRECTORS /Architectural Committee

Director/President: Bill Truax

Director/ Vice President: Aaron Elton

Director/Secretary & Treasurer: April L. Truax

PROPERTY DIRECTORY

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

Contacts

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

Maintenance Supervisor

Shane Glenn
Email: Shane@dspropertymgt.com
Cell Phone: (208)-412-0276

After Hours Emergencies

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

PROPERTY MANAGEMENT OVERVIEW

DS Property Management has been hired by the Board of Directors to provide association and facility management for the Twotown Parkway Subdivision (the "Association").

Please review and become familiar with the Declaration of Covenants, Conditions, Restrictions and Easements (CCR&E) of the Twotown Parkway Subdivision (the "Declaration" or the CCR&E's) and the Bylaws of the Twotown Parkway Subdivision (the "Bylaws"). You should have received these documents at closing. An overview of these documents is provided in this Membership Rules and Guidelines (the "Membership Rules and Guidelines"). In the event there is a conflict between the Membership Rules and Guidelines the CCR&E'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

DS Property Management is proud to be providing property management services to Twotown Parkway Subdivision. Our endeavor is 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 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 Twotown Parkway Subdivision. 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, monthly statements are emailed for owners to make monthly payments. Association fees in the amount of \$125.00 per month and are due on the 1st for day of the month. Association dues are made up of Regular, Special and Limited Assessments as described in the CCR&E's.

Association Dues cover, among other expenses, the following:

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

Insurance

The insurance agency for the Twotown Parkway Subdivision Condominium Association is:

Insurance Agency: Post Insurance Services, Inc.
Agent: Natalie Robb
Address: P.O. Box 8447 Boise, Idaho 83707-2447
Phone: 208.336.5600
Insurance Company: Auto-Owners Insurance
Commercial Policy Number: 152339-57181775-17

MEMBERSHIP RULES & GUIDELINES

- A) **Leasing:** To foster and maintain the stable, residential character of the Community and to preserve the Community values, no Owner may lease, in whole or part, such Owner's Lot or the primary residential dwelling located thereon to any person or entity except as expressly permitted in Section 3.2. For purposes of Section 3.1 and Section 3.2, the term "lease" as applied to a Lot shall be deemed to include, without limitation, any rental, letting, subletting, demising, or assignment of any interest, estate or right of use, enjoyment, occupancy, or possession of any Lot (or portion thereof) to any entity or a person who is not a member of such Owner's family. For purposes of Section 3.1 and Section 3.2, a "member of such Owner's family" shall be defined as any person who is related to the Owner by blood, legal marriage, or legal adoption. An Owner may lease its entire Lot to any tenant comprised as of a single housekeeping unit so long as such lease is for a term of six (6) months or greater. For purposes of this Section, the term "single housekeeping unit" shall be one or more individuals (but no more than five (5) unrelated individuals) living together sharing household responsibilities and activities which may include, sharing expenses, chores, eating evening meals together, and participating in recreational activities and having close social, economic, and psychological commitments to each other. An Owner who leases a Lot shall be fully responsible for the conduct and activities of such Owner's tenant as if such Owner were the tenant. Any Owner who leases a lot needs to inform the management company of their intent to use their unit as a rental. Any Owner who leases a Lot shall comply with the Fair Housing Act to the extent it applies to such Owner.
- B) **Nuisances:** No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Community, including the Common Area or vacant Lots, and no odor shall be permitted to arise from any portion of the Community so as to render the Community or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Community, or to any other property in the vicinity of the Community. No business or Home Occupation, no noise, no exterior fires, no obstructions of pedestrian walkways, no unsightliness, and no other nuisance shall be permitted to exist or operate upon any portion of the Community so as to be offensive or detrimental to the Community or to its occupants or residents or to other property in the vicinity, as determined by the Association, in its reasonable judgment, or in violation of any federal, state, or local law, rule, regulation, or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells, or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Committee), flashing lights or search lights shall be located, used, or placed on the Community without the Committee's approval. No unsightly articles shall be permitted to remain on any Lot to be visible from any other portion of the

Community. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, and scrap shall be kept always in such containers and in areas approved by the Committee. Trash cans and other trash receptacles, including recycling cans and receptacles, shall not be visible except between 5:00 AM and 8:00 PM on the day selected by the trash collector for trash and recycling pick-up. No clothing or fabric shall be hung, dried or aired in such a way as to be visible to any other portion of the Community. No basketball hoops or poles, whether permanent or moveable, are permitted within the Community except as the same are installed by the Association in the Common Areas. No major appliances (such as clothes washers, dryers, refrigerators, or freezers) may be kept, stored, or operated on any balcony, patio, porch, or other exterior area of any Improvement. Window air-conditioning units are not allowed. Windows shall be covered only by drapes, shades or shutters and shall not be painted or covered by foil, cardboard, sheets, or similar materials.

- C) **No Hazardous Activities:** No activities shall be conducted on the Community, and no Improvements shall be constructed in the Community which are or might be unsafe or hazardous to any Occupant.
- D) **Insurance Rates:** Nothing shall be done or kept on any Lot which will increase the rate of or cancel any insurance on any other portion of the Community without the approval of the Owner of such other portion, nor shall anything be done or kept on the Community or a Lot which would result in the cancellation of insurance on any portion of the Community owned or managed by the Association or which would be in violation of any law.
- E) **Vehicles and Equipment:** All on-street parking shall be limited to those specific areas where on-street parking is not expressly prohibited by the governmental or quasi-governmental agencies with responsibility therefor. Vehicles shall not extend or otherwise be permitted on or into any sidewalk, bicycle path, or pedestrian path unless such vehicle is engaged in an emergency procedure, or as provided elsewhere in the Community Documents. No motor homes, motor coaches, recreational vehicles, campers, trailers, snowmobiles, aircraft, boats, recreational vehicles, all-terrain vehicles, abandoned or inoperable vehicles (defined as any vehicle which has not been driven under its own propulsion for a period of forty-eight (48) hours or longer), oversized vehicles (defined as vehicles which are too high or too wide to clear the entrance of a standard residential garage door opening), dilapidated, unrepaired and unsightly vehicles, or similar equipment such as snow removal equipment, garden maintenance equipment, and/or any other unsightly equipment or machinery shall be placed upon any portion of the Community, including but not limited to streets, parking areas and driveways, unless the same are located on a concrete pad and enclosed by a structure concealing them from view in a

manner approved by the Committee. To the extent possible, garage doors shall remain closed at all times. Electric, gas, or other fuel operated gardening, yard, or snow removal equipment shall only be operated from 7:00 a.m. to 9:00 p.m., subject to applicable law.

- F) **Animals/Pets:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that Household Pets (defined below) may be kept for an Owner's personal use provided that (a) such Household Pets are not bred or maintained for any commercial purpose, (b) no more than two (2) of any combination of domesticated dogs or domesticated cats may be kept on a Lot, and (c) any such Household Pets shall be properly restrained and controlled at any time they are within the Community. "Household Pets" shall mean generally recognized household pets that are customarily kept as indoor pets, such as domesticated dogs, domesticated cats, fish, birds (excluding hens and chickens), rodents, and non-venomous reptiles. Household Pets shall not include livestock, poultry (including hens and chickens), swine, or waterfowl. Household Pets shall not be kept which unreasonably bother or constitute a nuisance to other Owners. Any Noisy Animal (defined below), any vicious animal, any non-domestic household pet or any animal which damages or destroys property shall be deemed a nuisance. Excessive or untimely barking, molesting passersby, chasing vehicles, pursuing or attacking other animals, including wildlife, and trespassing upon private property in such a manner as to damage the Community shall also be deemed a nuisance. A "Noisy Animal" means any animal which habitually or frequently disturbs the sleep, peace, or quiet of any Occupant. Owners shall contact the local animal control agency regarding Noisy Animals prior to complaining to the Board about such animals. Any costs associated with responding to complaints of a Noisy Animal or nuisance pet may be levied against an Owner as a Limited Assessment. The Owner of a Lot where a Household Pet is kept, as well as the legal owner of the Household Pet (if not such Owner), shall be jointly and severally liable for all damage and destruction caused by the Household Pet, and for any clean-up of any Common Area, roads, or other property necessitated by such Household Pet.
- G) **Assistance Animals:** Assistance animals are welcome in the Community in accordance with the Fair Housing Act (42 U.S.C. § 3601 et seq., as amended) and the implementing regulations promulgated thereunder. An assistance animal shall be as defined in the Fair Housing Act, which is currently any animal needed by a disabled individual to have an equal opportunity to use and enjoy a dwelling. Examples of assistance animals are guide animals, animals that alert people who are deaf, animals that pull a wheelchair, animals that alert and protect a guest who is having a seizure, animals that remind an individual with mental illness to take prescribed medications, animals that calm an individual with Post Traumatic Stress Disorder (PTSD) during an anxiety attack and animals that provide comfort or emotional support. Assistance animals in training are to be treated as assistance animals, even if the handler is not disabled. An assistance animal need not be licensed or certified by any government.

Individuals with assistance animals shall not be treated less favorably than other residents or charged fees that are not charged to other residents without animals. The Association shall have the right, to the extent permitted under the Fair Housing Act, to prohibit or restrict any assistance animal that: (a) is out of control and the handler does not take effective action to control it; or (b) the animal's behavior poses a threat to the health or safety of others. Any individual who brings an assistance animal on the Community is financially and legally responsible for any injury or damage caused by such assistance animal, and for any clean-up of Common Areas, roads or other property necessitated by such assistance animal.

- H) **Construction and Temporary Structures:** During the course of construction, no trailer houses or similar mobile units designed for overnight accommodations shall be parked on any street. No trailer, tent, shack, garage, barn, or other unattached structure erected on a Lot shall, at any time, be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No building of any kind shall be erected or maintained on a Lot prior to the construction of the Improvements thereon. The construction of Improvements shall be prosecuted diligently and continuously from the time of commencement thereof until such Improvements are fully completed and painted. The construction site shall be cleaned of trash and debris nightly and maintained in a non-nuisance condition.
- I) **Energy Devices, Outside:** No energy production devices or generators of any kind (such as solar energy devices or windmills) shall be constructed or maintained on any portion of the Community without the Committee's approval, except for mechanical equipment shown in the plans approved by the Committee. This Section shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.
- J) **Signs:** No more than one (1) sign shall be allowed on any Lot at the same time to advertise the Lot for sale or to advertise the Lot during construction. No sign of any kind shall be displayed to the public view more than six (6) square feet in size and not more than three (3) feet above grade. The Association may erect and maintain identification signs, street signs, and other appropriate informational signs upon the Common Area or upon utility easements of a size and design approved by the Committee. No other signs shall be placed or maintained upon the Common Area. Directional and open house signs may be used during open house time periods only. All Lot signs must be removed within thirty (30) days after occupancy. Signs advertising a Lot for rent or lease are not allowed anywhere within the Community. Political signs are permitted for up to thirty (30) days prior to a primary or general election and shall be removed within two (2) days after an election.

- K) **Flags:** No flags, banners, windsocks or similar items are permitted within the Community except for a standard American flag that is no larger than three (3) feet in length.
- L) **Cable & Satellite Services:** Cable and Satellite TV Options: The units are prewired for cable television and will be set up for satellite services. The Association has gone with one independent contractor for satellite services. Greg Lindsey at Lindsey Satellite 208-703-4081 is the main point of contact for all satellite needs. Please note these services are at owner cost. All exterior radio antenna, television antenna, satellite dishes, or other such devices of any type shall be installed on the rear of the residential structure on the Lot, or within four (4) feet of the rear of the structure on any such structure's side walls. All such devices shall be screened by a fence, landscaping, or similar structures in accordance with the Design Requirements as defined in paragraph O, or as otherwise required to ensure the safety of the residents of the Community, except that screening shall not be required where it would unreasonably delay installation or unreasonably increase the cost of installation, maintenance, or use thereof, or preclude the reception of an acceptable quality signal. No such device may be installed until after an Owner has received Committee approval for construction of residential Improvements on the Owner's Lot.
- M) **Holiday Lights:** Winter holiday decorations and lighting displays are permitted starting on November 15 of each year and must be removed by January 15 of the following year. Any other holiday decorations or lighting displays (such as Halloween) are permitted up to fifteen (15) days prior to the holiday and must be removed within three (3) days after the holiday.
- N) **Landscaping:** No fences, hedges, or retaining walls shall be installed or maintained on any Lot unless approved by the Committee. No Owner shall modify any portion of the Irrigation System, including that portion of the Irrigation System on the Owner's Lot. Each Owner shall install landscaping on such Owner's Lot in accordance with the Design Requirements as defined in paragraph O. After installation, the landscaping on each Owner's Lot is subject to the terms of Section 2.6.4. If fences are installed adjacent to Riverfront Park, they shall be wrought iron or other similar transparent material, with the exception of all homes adjacent to the park which may use any material allowed by the City Code of Garden City to provide for the obscuring of stored items. Any significant changes to landscaping may require the prior approval of the Garden City Design Review Committee.
- O) **Design Requirements:** The Committee shall have the power and authority to adopt, amend, and repeal such rules and regulations as the Committee deems reasonable and appropriate to ensure that all Improvements in the Community

conform and harmonize as to external design, quality and type of construction, architectural character, materials, color, location in the Building Envelope, height, grade and finish ground elevation, natural conditions, landscaping, and other design or aesthetic considerations, and are in substantial compliance with the architectural schematics and landscape plan as approved by the Garden City Design Review Committee, as may be modified and amended from time to time (the "Design Requirements"). The Design Requirements may include rules and regulations to: (a) protect the special qualities of the Community; (b) encourage creative design; (c) provide general architectural, design and construction guidelines; (d) landscape guidelines (including a description of existing, natural conditions and vegetation); (e) submittal and review procedures; (f) fees and charges for review; and (g) penalties for noncompliance. The Design Requirements shall be drafted to conform to this Declaration, and in the event of a conflict between the Design Requirements and this Declaration, this Declaration shall govern. In the event that any provision of the Design Requirements are deemed ambiguous on any matter, the Committee's interpretation of such provision shall be given deference so long as the interpretation is a permissible construction of such provision.

- P) **Design Review Required:** No Owner shall construct, reconstruct, alter, install, or remove any Improvements except with the Committee's approval. The Committee shall review, study, and either approve or reject the proposed Improvements in the Community, all in compliance with the Declaration and the Design Requirements. Except as otherwise set forth herein, any action or decision made by a majority of the Committee shall be the binding decision of the entire Committee. The Committee is authorized to retain the services of one or more consulting architects, landscape architects, engineers, designers, and other consultants to advise and assist the Committee on a single project, on several projects, or on a continuing basis. The actions of the Committee in the exercise of its discretion by its approval or disapproval of the proposed Improvements on the Community, or with respect to any other matter before it, shall be conclusive and binding on all interested parties. The Committee shall not direct or control the interior layout or interior design of residential structures except to the extent incidentally necessitated by use, size, and height restrictions.

ASSOCIATION MAINTENANCE RESPONSIBILITY

- A. **Common Area:** Acquire, dispose of, manage, operate, maintain, repair, and replace the Common Areas for the benefit of the Community; provided, however, except as permitted under Section 2.7.3 hereof, no interest in the Common Area shall be disposed of without the approval by the vote or written consent of Owners representing more than sixty-five percent (65%) of the total voting power in the Association. The Association shall also be obligated to comply with

its duties pursuant to Article 8 hereof with respect to the Common Driveway and Shared Pathway.

- B. HVAC Maintenance:** The Association shall be responsible for the servicing of the HVAC units for all the buildings. There will be bi-annual inspections/servicing of the units scheduled through the Association Management Company. If a repair is noted, then the owner will be notified immediately for approval of said repair. The cost for any and all repairs are the responsibility of the owners of the units.
- C. Townhouse Lots:** Maintain the exterior of the residential dwellings on the Townhouse Lots in good condition and repair and charge each Townhouse Lot Owner for such maintenance work as Regular Assessments.
- D. Common Landscape Maintenance:** Maintain some or all the landscaping upon any Lot in accordance with the landscape care and maintenance standards promulgated by the Board from time-to-time ("Landscape Care Standards"), and subject to the Community Rules. "Care and maintenance" shall include, as necessary: (a) weeding, cutting, trimming, aerating, and fertilizing ordinary landscaping, as well as removing and replacing diseased and dead landscaping; and (b) operating, maintaining, repairing, and replacing an automatic sprinkler system for ordinary landscape maintenance. The Landscape Care Standards shall consider any provisions regarding landscaping in the Findings of Fact, Conclusions of Law and Recommendation of the Garden City Council for the Two Town Parkway Subdivision dated as of March 28, 2016. Landscape Care Standards do not include the repair or replacement of any landscaping or sprinkler system that is damaged or destroyed by abuse, misuse, or vandalism. For purposes of this Declaration, unusual or excessive damage or death of landscaping shall be presumed to be "abuse, misuse, or vandalism." The Association may charge the Owner of any Lot for the cost of repairing or replacing any landscaping, sprinkler system or other improvement damaged by abuse, misuse, or vandalism. Any Owner may, by request to the Board and upon the Board's subsequent approval in the Board's sole discretion, elect to have its Lot (or any portion thereof) removed from the Association's common landscape care and maintenance program. In such event such Owner shall: (a) maintain, at its own expense, the landscaping on its Lot in accordance with Landscape Care Standards; and (b) not be entitled to any reduction of any Assessments on such Lot.
- E. Irrigation System:** Construct, install, maintain, repair, replace, and operate the Irrigation System, including that portion of the Irrigation System within each Lot. The Association may operate the Irrigation System as part of a common irrigation water supply arrangement with neighboring properties, including other properties in Two Town Parkway Subdivision, and each Owner shall be entitled to use the Irrigation System in accordance with, and subject to, the Community

Rules. The Commercial Parcel shall be entitled to use water from the Irrigation System and shall pay reasonable charges in connection therewith.

SAFETY INFORMATION

MEDICAL EMERGENCY

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

PERSONAL SECURITY

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

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

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

EMERGENCY TELEPHONE NUMBERS

EMERGENCY 911

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

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

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

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

POISON CONTROL (800) 860-0620

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

SAINT ALPHONSUS HOSPITAL EMERGENCY (208) 367-3221

DS PROPERTY MANAGEMENT (208) 922-8027