



Waterhouse Row Homeowners Association

ASSOCIATION MEMBERSHIP GUIDE AND ASSOCIATION RULES

March 2022

The Undersigned acknowledges that he/she has fully read the Waterhouse Row Homeowners Association 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/ Architectural Committee

Director: Jenny Sue Weltner

Director: Todd Weltner

Director: Bryant Forrester

MANAGEMENT DIRECTORY

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

Contacts

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

Shane Glenn
shane@dspropertymgt.com
Cell Phone: 208-412-0276

After Hours Emergencies

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

MANAGEMENT OVERVIEW

DS Property Management has been hired by the Board of Directors to provide association and facility management for the Waterhouse Row (also known as the Bridge Townhomes) Homeowners Association (the "HOA" or "Association").

Please review and become familiar with the recorded Declaration of Covenants, Conditions and Restrictions for the Bridge Townhomes Subdivision (the "Declaration" or the "CC&Rs") and the Bylaws of the Waterhouse Row Homeowners Association (the "Bylaws"). You should have received these documents at closing. An overview of these documents is provided in this Membership Guide and Association Rules (the "Membership Guidelines"). In the event there is a conflict between the Membership Guide and Association Rules, the CC&Rs will control.

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

Our Mission

DS Property Management is proud to be providing property management services to Waterhouse Row Homeowners Association. We will endeavor to earn your satisfaction in our services by continuing to improve skills through education; to communicate effectively; 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 Waterhouse Row Homeowners Association. Please call us at any time with suggestions.

Association Dues

DS Property Management prepares a proposed budget each year for review and approval by the Board of Directors and submission to the Association. Association fees in the amount of \$200.00 are paid monthly by each resident and commercial tenant and are due on the 1st day of the month. Association dues are made up of Regular, Special and Limited Assessments as described in the CC&Rs.

Association Dues cover among other expenses, the following:

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

Insurance

The insurance agency for the Waterhouse Row Homeowners Association is:

Insurance Agency: Leavitt Group of Boise

Agent: Brie

Address:

Phone: 208-375-9199

Fax:

Insurance Company: Cincinnati Insurance

Commercial Policy #: 1000500137

GENERAL RULES & GUIDELINES

Signs: No sign of any kind shall be displayed to public view without the approval of the Architectural Committee, except such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots, and except such signs of customary or reasonable dimensions as prescribed by the Architectural Committee as may be displayed on or from a Building Lot identifying the Owner or resident, the street address, or advertising the residence for sale or lease. Any customary sign for sale or lease not more than three (3) feet by two (2) feet shall not require Architectural Committee approval. Customary and reasonable signs related to permitted on-site business activities shall be permitted on Lots 1 and 15.

Nuisances: No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere on the Property. No odor, sound, sight or substance shall be permitted on any Building Lot or Common Area which would render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any Building Lot or its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, amplified sound, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), flashing lights or search lights, shall be located, used or placed on the Property without the prior written approval of the Board.

Unsightly Articles: No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage and trash shall be kept at all times in such containers in a single designated trash corral only. No equipment, containers, lumber, bulk material, plant waste, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any Building Lot except within a building.

No Temporary Structures: No house trailer, mobile home, tent, shack, storage shed or other temporary building or Improvement shall be placed on any Building Lot or Common Area, except temporarily as may be required by construction activity undertaken approved on a Building Lot or Common Area.

No Hazardous Activities: No activities shall be conducted on the Property and no improvements constructed on any Building Lot or Common Area which are or might be unnecessarily or abnormally hazardous to any person or property.

No Unscreened Boats, Campers or other Vehicles: No boats, campers, or other vehicles, no dilapidated, unrepaired or unlicensed automobiles, vehicles or similar

equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas or driveways) unless the same are enclosed by a garage or other structure concealing them from view.

Exterior Equipment: Air conditioners, heat pumps, generators, wind and solar energy devices, antennae, satellite dishes and similar outside equipment shall be shown in the plans approved by the Architectural Committee. The Architectural Committee shall be obliged to make reasonable provision for solar collectors and other solar equipment, whether solar thermal or photovoltaic.

Vehicles: The use of all vehicles, including but not limited to trucks, automobiles, bicycles, motorcycles, snowmobiles, aircraft, drones, and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof on, above and associated with the Property (but shall not prohibit the Owners reasonable access to their respective garages on the Building Lots). No parking shall be permitted except where expressly designated for parking use. No motorized vehicle or device shall be permitted on any Common Area without the written approval of the Board, unless such vehicle is engaged in an emergency procedure, or is engaged in permitted maintenance of the Common Area.

Animals/Pets: No animals, birds, insects or livestock shall be kept on the Property unless the presence of such animal does not constitute a nuisance as determined by the Board. Household pets of an Owner shall be permitted only if they are kept on the Building Lot of the Owner, or on leash and in direct control when on the Common Area, and at no time do they unreasonably annoy or harass any other Owner or resident. Persistent barking dogs are prohibited. All dog and cat or other pet waste shall be picked up and properly disposed of by the Owner. The construction of dog runs or other exterior pet enclosures is prohibited, and pets when outside the building on a Lot shall be under the Owner's direct control.

Exterior Maintenance:

Exterior Maintenance; Owner's Obligation: No Improvement shall be permitted to fall into disrepair, and each improvement shall at all times be kept in good condition and repair, and the maintenance of all Improvements shall be the obligation of the Owner of the Building Lot on which the Improvement is located. In the event that any Owner shall permit any Improvement, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board, upon fifteen (15) days prior written notice to the Owner of such Property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost of such correction. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other

Assessments set forth in this Declaration. The Owner of the offending Building Lot shall be personally liable, and the Owner's property may be subject to a mechanic's lien for all cost and expense incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owners as Regular Assessments.

Exterior Maintenance; Association Obligation: The Association shall have the right and responsibility to maintain, repair and reconstruct all Building exteriors. Association maintenance of Building exteriors shall include all maintenance related to wear and deterioration from general factors such as rain, snow, sun and other weather, oxidation, air pollution, and the passage of time, but shall exclude maintenance due to usage and wear and tear of a specific Owner's residence. Maintenance of the exteriors of Buildings shall include the painting, staining, repairing and replacing of all exterior surfaces, including siding, masonry, exterior trim features, and roof surfaces (but excluding the repair and replacement of exterior doors, door sills and thresholds, windows, hose bibs and garage doors); painting or staining of exterior window casements, sashes, frames; maintaining, repairing and replacing exterior light fixtures, exterior portions of chimneys, rain gutters and downspouts. The maintenance responsibilities of the Association specifically do not include the following duties, which are the sole responsibility of the respective Owners of Lots and the Buildings thereon: Repairing, replacing, restoring or cleaning of: glass, exterior items of hardware, replacing and repairing exterior doors, door sills and thresholds, windows, hose bibs, and garage doors, exterior window casements, sashes and frames (other than painting and staining of the same); window screens; walkways and driveways on Building Lots (including snow and ice removal); electrical and mechanical doorbells and knockers; and air conditioning and heating equipment and devices.

Landscaping:

The Association shall have the right and responsibility to maintain, repair and reconstruct all Landscaped Areas. Landscaped Areas shall include all outdoor areas of the Association, whether on the Common Lots 6, 16, 17, 19 and 25 or on Building Lots, excepting only those areas on a Building Lot fenced, at the patio, or otherwise delineated as under the exclusive control of the Lot Owner as Private Yard. Landscaped Area shall include underground pressurized irrigation and associated elements such as sprinklers and timers, **except on Private Yards**, which shall be the responsibility of the Lot Owner. Association maintenance of the Landscaped Areas (excluding Private Yards) shall include, among other things, maintaining, repairing, and replacing grass, sod, trees, shrubs and other plantings, in a neat, clean and attractive condition. The decision as to the nature and extent of maintenance that is required for Landscaping,

both within and outside of Private Yards, and the timing of such maintenance, shall be solely within the discretion of the Association Board, and may be set by rule or regulation from time to time.

"Private Yard" shall mean that portion of a Lot or each Lot outside of the structure or structures on the Lot which is designated from time to time by the Board as an area of Lot Owner landscaping responsibility, and not within the responsibility of the Association. Such exterior, unbuilt areas on Lots are small, and are generally intended to be patios, flower beds and vegetable gardens or other similar areas suitable and desirable for individual maintenance and not suitable and desirable for common maintenance through the Association.

Owner Occupancy and Rental:

1. In order 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 this Section.

For purposes of this Section 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 this section 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 three (3) unrelated individuals) living together sharing household responsibilities and activities which may include sharing expenses, chores, eating 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 shall comply with the Fair Housing Act to the extent it applies to such Owner.

2. The Board shall have the power to grant temporary exceptions to the Owner occupancy requirement for military service and deployment, relocation as a condition of Owner's employment, family emergency and other reasonable cause, including financial distress.

3. An Owner may rent an Accessory Dwelling Unit (permitted elsewhere herein only on Lots 5, 7 and 12), to a third party for a term of not more than one month. The Owner shall notify the HOA that the Accessory Dwelling Unit has been

rented, the term for which rented, and provide the renter's name and mailing address or other contact information. Short term rental, daily or for any term less than one month (referred to commonly by the name of commercial providers "airbnb" or "vrbo" or similar), shall be permitted only on Lots 5, 7 and 12 only for the Accessory Dwelling Unit on the said Lots. The Owner of the Lot is required to be present on the Lot on any day the Lot is rented or make other reasonable provision for management or oversight of the rental.

4. Any renter shall be obliged to comply with the provisions of this Declaration, and any rule or regulation adopted by the Association pursuant hereto, as fully as an Owner. The lessor Owner shall be jointly responsible for the actions of the Owner's renter or tenant relating to the provisions of this Declaration, including, without limitation, responsibility to pay any lien or fine for the renter's violation of the Declaration or any rule or regulation adopted by the Association pursuant hereto.

5. An Owner shall be obliged to advise any renter that no parking is available for rental residents of the Accessory Dwelling Units, and that the renter shall be obliged to secure parking at an off-site parking lot, or rely on public street parking where permitted, or on walking, bicycle, public transportation or ride sharing or other means to have access to and from the Lot. The Board of the Association shall have the power to levy fines equal to the greater of one hundred dollars (\$100.00) or one day's ADU rental fee for each parking violation by a renter, in order to avoid inconvenience to other Owners, to maintain clear emergency access use of the Common Driveway, and to deter further violations. The Board shall have the power to require, as a condition of rental, that the renting Owner establish an escrow of up to one thousand dollars (\$1,000.00) to secure the payment of any fines and other compliance with the requirements of this Declaration, provided that if any renting Owner shall continue without fine and in compliance for a period of one year, the escrow requirement shall be removed.

6. It is required an Owner leasing his/her unit use a professional management company to maintain the integrity and character of the community. This will also allow for accurate tracking and inspections of all units and alleviate neighbor conflicts. An exception can be granted by the Board if an owner is residing in the community on a full time basis of no less than 9 months out of the year and provides adequate documentation of vetting of the tenants.

SAFETY INFORMATION

MEDICAL EMERGENCY

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

7. Escape to the nearest place where people and a telephone can be found. 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