

36 Oak Homeowners Association



MEMBERSHIP GUIDE AND ASSOCIATION RULES

Adopted December 2020

Revised November 2023

BOARD OF DIRECTORS
and
Architectural Committee

Director/President: Ben Murray

Director/
Vice President: Diane Hart

Director/
Secretary: Ross Engle

Director/
Treasurer: Katie Sewell

Director/ Nathan Harrison

MANAGEMENT DIRECTORY

DS Property Management
12505 W Chinden Blvd. Suite N
P.O. Box 45387
Boise, ID 83711
Phone: (208) 922-8027
Fax: (208) 321-9424

DS Team Contact Information:

dsteam@dspropertymgt.com

Debra Cano, CMCA®, Property Manager
deb@dspropertymgt.com
(208) 922-8027

Shane Glenn: Co-Owner/Property Manager
shane@dspropertymgt.com
(208)-412-0276

Elizabeth Sherfick: Accounting Manager
elizabeth@dspropertymgt.com
(208)-957-1057

After Hours Emergencies

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

MANAGEMENT OVERVIEW

Under the authority of the Association's CC&Rs and Bylaws, DS Property Management has been hired by the Board of Directors to provide association and facility management for the 36 Oak Homeowners Association(the "Association").

Please review and become familiar with the Condominium Declaration of the 36 Oak Homeowners Association(the "Declaration" or the CC&Rs) and the Bylaws of the 36 Oak 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 govern.

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

Our Mission

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

We look forward to working closely with you and providing services for the 36 Oak Homeowners Association. Please call us at any time with suggestions.

I) Association Dues

DS Property Management prepares a proposed budget each year for review and approval by the Board of Directors and submission to the Association. Association dues vary based on three-tiered plan and may be paid monthly, quarterly or annually. Invoices are billed electronically. Dues can be paid by check or online with our AppFolio accounting system. If you are using your checking account when paying online, there are no additional fees. If you are using a credit card, then a convenience fee will be assessed. Association dues are made up of Regular, Special and Limited Assessments as described in the CC&Rs.

Association dues cover, among other expenses, the following:

- Administration
- Annual Meeting Costs
- Management
- Common area maintenance
- Landscaping
- Insurance (not personal property)
- Reserves for replacements or capital costs

II) Insurance

The insurance agency for the Association is:

Higgins & Rutledge

Agent: Greg Swenson

Address: 1600 W Shoreline Drive Boise, Idaho 83707

Phone: (208) 343-7741

III) Owner Required Insurance:

Section 4. Each Owner shall obtain multi-peril casualty and public liability insurance on his/her dwelling and its contents at Owner's own expense.

IV) General Rules & Guidelines (Included but limited to following)

- 1) ***Architectural Committee/Design Guidelines:*** In view of the small size of the 36 Oak community, the Board of Directors, as a committee of the whole, will also serve as the architectural/ landscaping review committee. The Board is hereby authorized to adopt rules and regulations to govern its procedures and the requirements for making submissions and obtaining approval as it deems appropriate and in keeping with the spirit of due process of law. The Board is further hereby empowered to adopt such design guidelines as it shall deem appropriate, consistent with the provisions of this Declaration, pertaining to matters of design, materials, colors, and aesthetic interests. Any such rules and regulations and design guidelines may be amended from time to time, in the sole discretion of the Board. The failure of the Board to adopt any such rules and regulations or design guidelines shall not form the basis for an attack upon the exercise of Board's discretion, it being the intent of this Declaration to provide the Board with as broad discretion as is permissible under the law.

- 2) ***Animals:*** No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said Properties, except for two dogs per household, excluding any dog that has been used or trained for dog fighting or which has a history of aggressive behavior or biting, and other breeds designated in the rules and regulations adopted by the Board, as the same may be amended from time to time), cats or other household pets may be kept within a Dwelling Unit or within a fenced area as may be approved by the Board. Any animals outside a Dwelling Unit or not in a fenced area must be on leashes, and the Owner or custodian of the animal shall be responsible for the immediate cleanup of the animal's droppings. The term "fenced area" as used in this paragraph shall be interpreted to include any electronic pet containment system; provided, however, that the boundary of any such system shall be approved by the Board. see 4.19 in CCR for language

- 3) ***Garbage and Refuse Disposal:*** No part of said property shall be used or maintained as a dumping ground for rubbish, recycling, or other waste. No garbage, recycling or other waste shall be kept or maintained on any part of said property except in a sanitary container. Any equipment for the storage or disposal of such material must not violate setback restrictions, must be stored close to the owner's home, out of sight, if possible, and not in areas for which easement has been granted and shall be kept in a clean and sanitary condition, and must be used and maintained in accordance with all applicable laws, ordinances, and regulations.

- 4) **Nuisance:** No noxious, offensive, or unsightly conditions (including but not necessarily limited to sights and sounds) shall be permitted upon any part of said Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All exterior lighting shall be placed in such a manner to minimize glare and excessive light spillage onto neighboring Lots and any changes in such lighting must be approved in advance by the Board.
- 5) **Residing in Outbuildings:** No trailer, truck camper, tent, garage, barn, shack, or other outbuilding shall at any time be used as a residence, temporarily or permanently, on any part of said Properties.
- 6) **Antennas:** Antennas, satellite dishes, or other devices for the transmission or reception of television, radio or electric signals or any other form of electromagnetic radiation shall not be erected on any Lot except as may be approved by the Board. Standard roof top dish placement for publicly available satellite systems is allowed per approved guidelines – see the website.
- 7) **Rental Restrictions:** An Owner shall be entitled to rent or lease his or her Dwelling Unit for no less than a 30-day term, subject to the CC&Rs
 - a) **Written Rental Agreements.** A written rental or lease agreement is required specifying that: (i) the tenant shall be subject to all provisions of this Declaration and the Association's Bylaws and any rules and regulations adopted by the Association, and (ii) failure to comply with any provision of this Declaration, the Association's Bylaws and any rules and regulations adopted by the Association shall constitute a default under the rental agreement.
 - b) **Tenant Must Be Given Documents.** The Owner must give each tenant a copy of this Declaration, the Association's Bylaws and any rules and regulations adopted by the Association.
 - c) **Owner Responsibility.** The Owner shall be responsible for any violations by his/her tenants of this Declaration, the Association's Bylaws and any rules and regulations adopted by the Association and shall be solely responsible for either correcting or eliminating such violations.
 - d) **Tenant Screening.** All tenants must be screened for credit, criminal background, acceptable rental history, or home ownership.

- e) Tenants must confine their parking to the parking spaces allotted to the unit and may not utilize visitor parking other than for brief periods such as short visiting, loading, and unloading. Per existing allotment of parking spaces, tenants, and/or owners are limited to two vehicles parked on the property - violation may result for failure to comply with parking guidelines.
- 8) **Mailboxes:** Mailboxes are provided for each Lot in one cluster constructed and located by Declarant in consultation with the Postal Service. All such mailbox facilities shall be maintained by the Association or the Postal Service.
- 9) **Exterior Holiday Decorations:** Lights or decorations may be erected on the exterior of the Dwelling Units in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners by illuminating bedrooms, creating noise, or attracting sightseers. All lights and decorations that are not permanent fixtures of the Dwelling Unit which are part of the original construction or have been properly approved as permanent improvements by the Board may be installed thirty (30) days prior to the holiday celebration and shall be removed within thirty (30) days after the holiday has ended.
- 10) **Porches:** No porch constructed with or on any Dwelling Unit may be enclosed unless first approved by the Board. All porches shall be kept in a neat and attractive condition. No porch may be used for the storage of an Owner's personal property, including, without limitation, bicycles; provided, however, that outdoor furniture, potted plants, and other decor may be kept for use thereon.
- 11) **Fences:** No fences shall be constructed on any Lot except as may be approved, in advance, by the Board as to design, color, height and location. No existing fence may be removed except with the prior approval of the Board. It is the general policy of the Association to not allow any additional fencing, especially that encloses common property and easement areas. Variance may be approved with the presentation of compelling circumstances.
- 12) **Signs:** No sign of any kind may be kept or placed upon any Lot or mounted, painted, or attached to any Dwelling Unit, fence, or other Improvement upon such Lot so as to be visible from public view or mounted on any vehicle or trailer parked or driven in the Subdivision or carried by any person or by any other means displayed within the Subdivision. Exception is a discrete sign to advertise the location in the Live/Work units facing 36th Street:
- 13) **Parking Rights:** Each Dwelling Unit shall include at least one vehicular parking space in the garage for said Owner's exclusive use. Any automobile or other

vehicle used by any Owner shall be parked only in the garage which is owned by or assigned by easement to such Owner or in the Owner's driveway, with the exception of those units that have a designed, marked parking space on the loop road around the property. Any parking spaces located on the Private Street shall be used only by an Owner's guests and invitees. No campers, boats, boat trailers, recreational vehicles, recreational trailers, or other non-passenger vehicles, equipment, implements, or accessories may be stored or kept on the Properties at any time; provided, however, that boats, trailers, campers, motor homes and similar recreational vehicles may be parked on an Owner's Lot or other areas designated by the Board for such purposes for a period not to exceed 72 hours while in immediate use by an Owner, being prepared for use, or being prepared for storage after use. Class B vehicles may be granted a variance if they fit on the parking slab/ space assigned to the individual homeowner. There shall be no parking of any vehicles and/or equipment (i) anywhere on the Properties except in an Owner's garage or driveway, or in marked parking spaces, or (ii) in areas prohibited by the applicable fire authority.

- 14) ***Variances:*** The Board may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations may require. Such variances must be evidenced in writing, must be approved, and signed by a majority of the Board, and shall become effective upon recordation in the official records where this Declaration is recorded. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it effect in any way the Owner's obligation to comply with all governmental laws and regulations effecting such Owner's use of the Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

36 OAK HOMES CONDOMINIUM ASSOCIATION CC&Rs/Architectural GUIDELINES COMPLAINTS/VIOLATION PROTOCOL

1. **FINES:** Per the CC&Rs, the 36 Oak Board of Directors have the ability to set a schedule of fines to be assessed for chronic violations of the CC&Rs and Architectural Guidelines as the CC&Rs are established to maintain the integrity of the Association and provide for protecting the values of our properties.

2. **COMPLAINTS:** The Board encourages all members to attempt to resolve any issues before initiating a formal complaint. All initial complaints must come from the property owner and sent to DS Property Management in writing. Within 24 hours DS will vet the complaint. Once confirmed DS will attempt an informational call, informing the affected party of the concern. If there is no response and or resolve, then a formal allegation of violation notice will be issued:
 - Should DS receive a phone complaint they will notify the person making the complaint and ask for it in writing; if it is not received in writing then no action will be taken.
 - The alleged violator will have an opportunity to respond and explain any exigent circumstances. If a violation is upheld, an official violation notice will be sent to, and/or delivered to, the owner of the property where the complaint was noted. Owners will be given a date certain to rectify the complaint.

3. **VIOLATIONS:** DS Property Management is required per the management contract to do random monthly property inspections, should a violation be noted then the following will apply:
 - DS will send the list of violations to the Board for review. Once reviewed and confirmed DS will attempt an informational phone call. If there is no response and or resolution, then a formal violation will be issued.
 - Following is the fee schedule for repeat offenders of the CC&Rs:
 - 1st Warning letter in writing
 - 2nd Violation letter and a \$75.00 fee assessed

- 3rd Violation letter and a \$150.00 fee assessed
- Should a 4th violation be warranted it could result in a meeting with the Board of Directors to determine how to resolve the violation.

SAFETY INFORMATION

MEDICAL EMERGENCY

1. Call 911.
2. Provide the address nearest the emergency situation or person in need of emergency attention.
3. Give your name and a phone number near the person in need of emergency attention.
4. Give the details of the emergency.
5. Tell the 911 operator if the person is conscious or unconscious.
6. Don't move the person/follow the instruction of the 911 operator.

PERSONAL SECURITY

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

1. Get to know your neighbors and 36 Oak 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. Do not be afraid to cause a commotion. The last thing an attacker wants is attention from bystanders.

EMERGENCY TELEPHONE NUMBERS

EMERGENCY 911

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

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

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

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

POISON CONTROL (800) 860-0620

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

SAINT ALPHONSUS HOSPITAL EMERGENCY (208) 367-3221

DS PROPERTY MANAGEMENT (208) 922-8027