



# **Amara Condominiums Homeowners Association**

## **ASSOCIATION HANDBOOK MEMBERSHIP GUIDE AND ASSOCIATION RULES**

August 2023

The Undersigned acknowledges that he/she has fully read the Amara Condominiums 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: \_\_\_\_\_



# **BOARD OF DIRECTORS/ Architectural Committee**

Director:

Director:

Director:

## **MANAGEMENT DIRECTORY**

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

### **Contacts**

Debra Cano, CMCA®, Property Manager  
E-mail: [deb@dspropertymgt.com](mailto:deb@dspropertymgt.com)  
Phone: (208) 922-8027

Shane Glenn  
[shane@dspropertymgt.com](mailto:shane@dspropertymgt.com)  
Cell Phone: 208-412-0276

### **After Hours Emergencies**

Phone: (208) 922-8027 or (208) 412-0276  
[dsteam@dspropertymgt.com](mailto:dsteam@dspropertymgt.com)

The DS Team email goes to all team members and is the preferred email for all comments, questions, and concerns.

[DSTEAM@dspropertymgt.com](mailto:DSTEAM@dspropertymgt.com)

## **MANAGEMENT OVERVIEW**

DS Property Management has been hired by the Board of Directors to provide association and facility management for the Amara Condominiums Homeowners Association (the "HOA" or "Association").

Please review and become familiar with the recorded Declaration of Covenants, Conditions and Restrictions for the Amara Condominiums (the "Declaration" or the "CC&Rs") and the Bylaws of the Amara Condominiums 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 Amara Condominiums 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 Amara Condominiums 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 are paid monthly by each resident 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
- Common Area Maintenance
- Landscaping
- Driveway snow removal
- Insurance (not personal property)
- Reserves for replacements or capital costs

## **Insurance**

The insurance agency for the Amara Condominiums Homeowners Association is:

Insurance Agency:

Agent:

Address:

Phone:

Fax:

Insurance Company:

Commercial Policy #:

## **Rules and Guidelines**

1. Insurance, Notwithstanding the provisions of Section 13.01 hereof, each Owner must obtain insurance at the Owner's own expense providing coverage upon the Owner's Condominium, personal property, personal liability, and covering such other risks as the Owner may deem appropriate, but each policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Section. All such insurance on the Owner's Condominium shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents, and guests of any of them, if such insurance can be obtained in the normal practice without material additional premium charge for the waiver of rights of subrogation. Proof of Insurance must be provided to the Association management for tracking purposes.
2. No noxious, destructive, or offensive activity shall be carried on in any Unit or in the Common Area or any part thereof and nothing shall be done therein which may be or may become an annoyance or nuisance, in the reasonable discretion of the Board, to any other Owner or to any Person at any time lawfully residing or working in a Unit. Without limiting the generality of any of the foregoing, no whistles, bells, or other sound devices (other than security devices which have been approved by the Board), flashing lights or search lights, shall be located, used, or placed on the Common Area or in a Unit, if such placement of such item in a Unit will unreasonably bother or constitute a nuisance to others.
3. No unsightly articles, in the reasonable discretion of the Board, shall be permitted to remain on any portion of the Property so as to be visible from any other portion of the Project, including, but not limited to, flags and political signs (subject to any and all provisions of local, state, and federal law, specifically but not limited to Idaho Code§ 55-3209-3211). 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 at all times in such containers (or otherwise screened) and in areas approved by the Board. No clothing or fabric shall be hung, dried, or aired in a manner inconsistent with the Association Rules.
4. Owners shall not use or suffer or permit any Person or Persons to use the Units or any part thereof for any use or purpose in violation of the laws of the United States of America, the State of Idaho, Ada County, Idaho or Boise, Idaho, or the ordinances, regulations, and requirements of such governmental (public or quasi-public entities) or other lawful authorities.



5. Owners shall not use or suffer or permit any Person or Persons to use any Unit or Common Area, or any portion thereof, for any use or purpose in violation of any of the terms and conditions of this Declaration and any rules promulgated hereunder.

6. Except as allowed by Association Rules or by express approval of the Board, Owners shall not display or sell merchandise or allow carts, portable signs, devices, or any other objects to be stored or to remain outside the defined exterior walls and permanent doorways of the Units. Owners further agree not to install any exterior lighting, shades or awnings, amplifiers or similar devices or use in or about the Building any advertising medium or promotional materials or facilities which may be distributed, heard, or seen outside the Unit, such as flyers, flashing lights, searchlights, loudspeakers, phonographs, or radio broadcasts or make any changes to the facade of the Building or operate any customer service windows without Board's prior written consent. Owners shall not conduct or permit to be conducted any sale by auction in, upon or from the Units, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other solvency proceeding.

7. Owners shall not do or permit anything to be done in or about any Unit or in the Common area, nor bring or keep anything therein, which will in any way result in the cancellation of or increase in the rate of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association or which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. Any Owner taking any such action, which has been approved by the Board and results in an increased rate of insurance on the Project or any part thereof, shall be solely responsible for the payment of the resulting difference in such increased premium.

8. Owners shall not do or permit anything to be done in or about the Unit or Common Area which will in any way obstruct or interfere with the rights of other Owners or occupants in the Building, create undue noise and disruption, or injure or annoy them or use or allow the Unit to be used for an unlawful or objectionable purpose, nor shall Owner cause, maintain or permit any nuisance in, or about the Building.

9. Owners shall not use or suffer or permit any Person or Persons to use the Units or any part thereof for any adult bookstore, adult movie theater, boarding house, or any other activity expressly prohibited by the Board. This Section may not be amended pursuant to Section 16.01 or other amendment provisions in this Declaration.

10. No activities shall be conducted on the Project, which are or might be unsafe or hazardous to any Person or property including, without limitation, any open fires

(except in a contained barbecue unit or a city approved gas fireplace or firepit located in the Units) and/or the discharge of firearms.

11. No energy production devices, including, without limitation, generators of any kind and solar energy devices, shall be constructed or maintained on or in any portion of the Common Area without the written approval of the Board. In the event that the addition or use of such a device is approved by the Board, it must be installed and/or screened in the manner approved by the Board.

12. Non-Smoking Property:

There is NO SMOKING in the common area. Smoking by an Owner or a guest must be at least 30 feet away from any entry.

13. Quite Enjoyment

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

Laundry: Refrain from doing laundry between the hours of 10:00 pm and 7:00 am.

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

Quite Hours for the property are between 10:00 pm and 7:00 am.

14. Pets

Pets must not exceed 100 pounds and there are limits on the number of pets allowed per Unit. The term "pets" excludes exotic animals such as reptiles, rodents, or wild animals. A Pet Agreement is required with proof of vaccination and license.

15. Parking in designated spaces only.

16. Trash Receptacles: must be brought up and stored same day as pick up.

### **Regulation of Leases.**

Any Lease shall be evidenced by a written lease agreement and, whether or not expressly set forth in the Lease, shall be deemed to include the regulations contained in this Section.

1. The Owner shall furnish to the Board, at least ten (10) days before the commencement date, a copy of the executed Lease and a lease addendum if required by the Association ("Addendum"), the names and contact information of the tenant and all occupants, and the Owner's certification that the tenant is not on the State's sex offender registry. The Lease shall comply with the Condominium Act and the

Declaration, By-Laws, and Association rules and regulations (referred to as the "Governing Documents").

2. The Lease, Owner and tenant are subject to the provisions of the Act and Governing Documents.
3. Short term rental of Units is strictly prohibited. The Lease shall have an initial term of at least one (1) month. Any renewal or extension of the Lease, or assignment of the Lease shall be in writing and a copy submitted to the Board prior to its commencement date.
4. No Unit may be leased for transient or hotel purposes including home exchange or swap. Not less than the entire Unit may be leased.
5. The Owner certifies that he/she provided a copy of the Governing Documents to tenant, and tenant certifies that he/she received said Documents, prior to signing the Lease.
6. The Owner assigns to tenant all rights and privileges related to occupancy of the Unit, including use of parking space(s) and storage locker(s) assigned to the Unit and recreation facilities (if any). The Owner retains the right to vote, the duty to pay assessments, fines and other charges by the Association, and the obligation to maintain the Unit and carry a personal insurance policy on the Unit.

#### Subletting

Subletting of Units is prohibited.

#### Time-Share.

No Unit may be conveyed under a time-sharing plan.

### **Association Authority**

Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Board deems reasonable or proper from time to time (the "Association Rules") including fees and/or fines for violation of the Condominium Documents and the Association Rules. The Association shall have the express authority to make and enforce any rules, regulations, restrictions, protocols and procedures necessary or appropriate governing the Project regarding, including without limitation, construction, inspection, installation, operation, maintenance, repair and replacement activities and hours, social events, animals and pets, moving hours, smoking and any other events or items related to the Project or the use and enjoyment thereof, including the regulation of any window treatments, vegetation and other decorative items placed in any Common Area. The Association shall govern the use of the Units and Common Area by the Owner and such Owner's Lessees, employees, occupants, guests, invitees, tenants, licensees, and contract purchasers, it being understood that the Association Rules shall apply equally to all Owners and shall not be inconsistent with the

Condominium Documents. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, said Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of any conflict between any such Association Rules and any other provision of the Condominium Documents, the provisions of the Association Rules shall be deemed to be superseded by the provisions of the Condominium Documents to the extent of any such inconsistency. The Association Rules may supplement and add to the Condominium Documents.

# **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 Amara Condominiums 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