

# CITYSIDE LOFTS



## HOMEOWNERS' MANUAL

## Authority

This Homeowners' Manual is issued by CitySide Lofts Condominium Association, Inc. It supersedes and replaces all other versions and issues of homeowner manuals pertaining to the CitySide Lofts. As a manual containing policies and guidelines, this document is authoritative and binding upon the Owners and residents of CitySide Lofts.

## Revisions

This Homeowners' Manual will be revised as the need is determined. Revisions may be issued as new pages, replacement pages or as a complete replacement of the former version of the document.

## Record of Revisions

Date	Revision	Description
	Original	
January 2020	1	Reformatting and standardization of manual

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# Introduction

## Welcome to CitySide Lofts

Welcome to our community. The CitySide Lofts Condominium Association, Inc. has prepared this Homeowners' Manual to assist you in joining our community and to serve as a reference for you. We hope you find the CitySide Lofts a place where sharing, caring, and concern for your fellow neighbors is given high priority. We encourage you to participate in supporting CitySide Lofts in maintaining our quality of life.

If condominium living is new to you, this manual will help you adapt to a few differences between single family dwelling and condominium living. If you have prior condominium experience, this manual will help you understand some of the ways we think the CitySide Lofts is a uniquely great place to live.

## Homeowners' Manual

The Homeowners' Manual serves several purposes. It will help you get acquainted with the CitySide Lofts condominium and to become familiar with the conventions we follow to make living at the CitySide Lofts pleasant. This manual contains information about policies and guidelines we follow, which give all residents of the CitySide Lofts the opportunity to enjoy the common property. Information contained in this document is authoritative and binding upon all Owners, residents, and guests. The policies are intended to set the goals of appearance and behavior which define our community.

General guidance is the preferred form of direction to the residents and guests. Specific guidance will be provided in cases which will best serve the Association members.

Feel free to contact any member of the Board of Directors or property management company if you have questions about the Association.

## Introduction to Cityside Lofts Condominium Association, Inc

The CitySide Lofts Condominium Association, Inc. was formed by the original CC&Rs that established the property under the condominium laws of the State of Idaho. All CitySide Lofts deeds incorporate the CC&R's, so all Owners take title subject the CC&Rs. See current version of the CSL CC&Rs here:

<https://dspropertymgmt.com/storage/media/associations/9/3rd-Restated-CSL-Declaration-019834- Recorded.pdf>

The CitySide Lofts Condominium Association, Inc (“Association”) is an Idaho non-profit corporation that was incorporated under the laws of the State of Idaho with specific Bylaws. The Bylaws control the functioning of the association, including rights of Owners and procedures for governance. The Owners control the Association. Once each year, in November, all Owners are invited to attend an annual meeting, during which three to five Board members’ terms will be open for election. Your Board of Directors is made up of fellow condominium Owners. Their purpose is to protect and maintain the value of our community. The Board may ask for Owners to volunteer to serve on committees for purposes such as building maintenance, landscape, and social.

The elected Board provides leadership for the Association, determines community policies and procedures, and manage Association finances in accordance with CC&R and Bylaws. The Board in collaboration with property management company is responsible for selecting contracted vendors as well as managing costs and services. The Board or its designated agency collects regular assessments on a monthly basis and any other assessments which may be due, pays bills, and performs various other tasks.

[https://dspropertymgmt.com/storage/media/associations/9/CitySide\\_Lofts\\_Bylaws.pdf](https://dspropertymgmt.com/storage/media/associations/9/CitySide_Lofts_Bylaws.pdf)

The Association’s Board of Directors (“Board” or “Board of Directors”) is elected at the Annual meeting in November and the officer’s positions are elected by the Directors. Current officers and directors and their contact information are listed here:

Director	Role	Contact Info	Phone Number
Danny Johnson	President	<a href="mailto:dghostqqq@hotmail.com">dghostqqq@hotmail.com</a>	307-679-5946
James Kennedy	Vice-President	<a href="mailto:rocsdadjim@gmail.com">rocsdadjim@gmail.com</a>	208-914-3069
Shannon Dunstan	Secretary	<a href="mailto:shannonldunstan@gmail.com">shannonldunstan@gmail.com</a>	208-703-1660
Cassie Clancy		<a href="mailto:Cassieclancy@gmail.com">Cassieclancy@gmail.com</a>	503-784-2547
Jeff Larsen	Treasurer	<a href="mailto:Jeffrey.k.larsen@gmail.com">Jeffrey.k.larsen@gmail.com</a>	208-870-7481

### Property Management Company

A Property Management Company is employed by the Board of Directors to provide facility management and building supervision for the Association. For contact Information of current Property Management Company, refer to Appendix A: Property Management Company.

### Owner Equity

We will protect our investment by making the CitySide Lofts a desirable place to live. Somebody is going to buy your condominium in the future. When that day arrives, the value of your condominium will depend on three factors that we can control: the condition of the interior, the condition of the exterior, and the spirit of the community. What people see and feel when they are at the CitySide Lofts is the result of what we do together.

# Building Operations

## Animals / Pets

Pets are allowed in individual Units in CitySide Lofts but are subject to the restrictions set forth at CC&Rs §6.6 and the approval of the Board.

Owner/residents' pets may not be left unattended in any Common Area and must be confined, leashed or otherwise controlled at all times outside the Units.

Owner/residents' pets shall not be permitted to be a nuisance, such as excessive barking or aggression. Every pet owner is expected to immediately remove and properly dispose of their pet's waste, inside or outside, and assume liability for any damage caused by the pet.

The Board has adopted additional rules limiting the size of the pets to 75 lbs. and the number of pets to be two domestic animals. The term "pets" excludes all exotic breeds of animals.

If an Owner/resident desires to have a pet, a request must be filled out and submitted to obtain the approval of the Board. Once this approval is obtained, a Pet Agreement in the form attached must be signed by all Owners and residents of the Unit.

For more information regarding pet Ownership, please contact the property management company.

## Assessments

The Regular Assessments established in the CC&Rs §8.5 are calculated according to the square footage of a Unit in the recorded plat. Regular Assessments are due on the first day of each and every month and if more than ten (10) days late are subject to a late fee of ten percent (10%) as per CC&Rs §8. Payment of the Regular Assessment can be made to the property management company, contact information is found in Appendix A.

The Property Management Company maintains the income and expenses records of the Association and on the instructions of the Board, prepares an operating budget for approval by the Owners at the Annual meeting. Regular Assessments cover the expenses of managing the property, including but not limited to:

- Administration
- Meeting Costs
- Building Supervisor

- Inspections of Building Equipment
- Building Heating, Ventilation and Air Conditioning Systems for Common
- Area Maintenance
- Building Common Area Maintenance
- Building Inspections, Minor Repairs and Adjustments
- Elevator Maintenance
- Security / Locks / Fire Alarm
- Equipment for Fire Protection
- General Common Area Cleaning
- Exterior Window Cleaning
- Gas service for the Common Area
- Electric service for the Common Area
- Water, Sewer, Trash services
- Insurance (not personal property)
- Reserves for replacements or capital costs

## Building Entry for Visitor Access and Deliveries

### Access for Visitors

Unit telephones are connected to the door access telephone, which is located outside the main entrance of CitySide Lofts. Visitors can utilize this telephone by entering Owner Unit number, which will call the number of the phone Owner provided. Once the visitor is identified, Owner/resident can push #9 on their telephone to release the magnetic lock for the right-side door entry. Only Owner's Unit number is placed on CitySide Lofts directory in the call box located outside the main entrance of CitySide Lofts.

### Mail and Newspaper Deliveries

The mailboxes are located in the main lobby. Owner has been assigned a box and provided keys. In the event the key is lost, it will be necessary to re-key the locks, at the Owner's cost. If at any time the mail delivery exceeds what will fit in the assigned box, the postman will leave a key in assigned box to either large parcel box. After Owner inserts the key to remove additional mail, the key will not come out of the lock. The postman retrieves the key upon his next visit to the building.

The Idaho Statesman will deliver newspapers to mounted paper receptacles located in the breezeway between 406 and 412 buildings.

### Courier Deliveries

All delivery companies have been provided a specific delivery code to be used and tracked by them. We strongly recommend Owners do not give out their individual codes.

The entry code system prevents unauthorized persons from gaining access to the building. Outside delivery services such as UPS and Federal Express will call Owner's Unit using the telephone code pad at the entrance. Please advise them how to use the phone to call, or have deliveries sent to Owner's place of business. If Owner has a large item delivery, please contact the Property Manager or the Building Supervisor for assistance.

### 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 CitySide Lofts may be necessary for a variety of reasons. Each Owner/resident should be familiar with at least two escape routes.

DOs	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 attempt to fight a large fire.
Do use stairwell exits only.	Don't use elevators. Elevators are removed from service after the alarm is pulled
Do walk – don't run.	Don't take time to gather personal belongings.
Do move away from the building by at least one block.	Don't return until "all clear" is given.

### Important Fire Safety Information

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. Soon after move-in, take a few moments to develop an escape plan with alternatives to adapt to the emergency at hand. Doing so greatly increases odds for survival. Emergency lighting should activate automatically but have a flashlight handy.

## Know the Way Out

Find the closest fire exits 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 to use. Make sure the doors open and stairways are clear of obstructions. Find the nearest fire alarm pull station. Examine it and be sure to know how to use it - even in the dark. Make a mental map of what lies between the Unit and the fire alarm pull station and the exit. Count doors and note other features along the 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.

## If You Hear the Fire Alarm

- 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.
- DO NOT use the elevators because they are unsafe during a fire.
- Proceed to the nearest EXIT or EXIT stairway. Have a secondary EXIT or EXIT stairway in mind in case your primary EXIT is blocked.
- 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.
- If you CAN physically negotiate the EXIT stairs, do so. Proceed to ground level and go out to the street.
- 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.
- Be prepared to crawl low in order to stay below any smoke.

## If You Discover a Fire in Your Unit

- Leave your Unit immediately. CLOSE THE DOORS.
- Activate the alarm system.
- 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:
  - Keep the good air IN your Unit and smoke-filled air OUT:
    - Stuff wet towels in the air vents and cracks around the doors.
    - Turn off all room thermostats and air conditioners. DO NOT break windows.
  - 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.
  - 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.**

#### Medical Emergency

- Call 911.
- Give CitySide Lofts name and address.
- Give floor number and location of an ill person.
- Give the door access code if appropriate.
- Give your name and a phone number near the ill person.
- Give the details of the emergency.
- Tell 911 if the person is conscious or unconscious.
- Don't move the person.

#### Personal Security

- Security codes on the doors are important in keeping CitySide Lofts secure.

**How to help:**

- Don't give out codes to anyone. Visitors can be given access internally by the Owners they are visiting.
- Report suspicious activity immediately to the Police and then to the Property Management Company. If you think the codes need changing, they probably

do...please call the property management company.

- Get to know your neighbors and CitySide Lofts occupants. BE AWARE! Trust your instincts. If you sense that you or your neighbors are in danger, assume you are right. If danger is suspected notify authorities immediately, by calling 911.
- 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.
- The best self-defense is escape. Anything you can do to give yourself a head start is to your advantage.
- 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?
- 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:

- Call 911
- State, "We have received a bomb threat."
- Give name.
- Give CitySide Loft's name, the address and the floor on which you are located. Give door access code if appropriate.
- Give name of person who received the bomb threat call.
- After you have notified Police/and Fire Departments, notify the Property Management Company.
- 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:
  - Where is the bomb?
  - What time is it set to go off?

- What kind of bomb is it? If dynamite, how many sticks?
- What kind of package or box?
- Method of deactivation?
- What is your name, address and telephone number?
- Have there been or will there be other calls?
- How old is the caller?
- Why did you set the bomb?
- Judge the voice of the caller: Man, Woman, Child, Age, Drinking, Other
- 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

- If an earthquake should occur, remain calm.
- Stay indoors.
- Move away from chandeliers, skylights, windows and glass objects.
- Stay away from tall freestanding furniture such as bookcases
- Take cover inside the hallway, in a doorway or a corner.
- If you are in an elevator when an earthquake occurs:
- Remain calm.
- 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.
- Wait for an emergency team when the quake is over. Be patient, it may take some time for help to arrive.
- Use the elevator phone or a cell phone to call 911.

### Emergency Contacts

#### **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) 658-0000
DS PROPERTY MANAGEMENT	(208) 922-8027
BALDWIN LOCK AND KEY	(208) 336-4742

## Building Security

### Door Keys

The Boise City Fire Department requires that it be provided with a master key to fit all locks in CitySide Lofts. Each Unit is on a strictly controlled master system. Owner's individual Unit key will provide access to that Owner's Unit only.

If an Owner needs to re-key their locks, please call Baldwin Lock & Key at (208) 336-4742 and they will assist Owner while maintaining the master system.

### Association Member Entrance/Exit Doors/Fobs and Pin Codes

The main entry door, rear doors, side doors, and entry door in the parking garage are locked 24-hours a day. Owners must use their PIN code or fobs to enter the building. The PIN codes will change periodically.

Each Unit has been assigned two fobs for their Unit. These are Unit specific as the codes are now. The codes you have been assigned are assigned to you only and we recommend you do not share them.

These fobs belong to the Association and must be transferred to any new Owners when the Units transfer ownership. Owner acknowledges that if one of these fobs is misplaced, lost or stolen, owner will be responsible for replacing it at the cost of \$75.00 per fob.

Additional fobs can be requested, each are \$75.00, with a max of Five (5) fobs per Unit at any one time. If you have five fobs and need to replace one there will be a fee of \$275.00 to deactivate and replace the sixth fob.

Each Unit is also assigned a unique pin code. This PIN will allow access to any of the entry way doors. Do not give this PIN out. If Owner is an approved Owner for the rental of their Unit, their PIN will need to be changed anytime there is a change of tenant.

If the fob is misplaced, lost or stolen, please contact the Property Management Company as soon as possible so it can be deactivated.

## Common Area

The Common Areas are defined in the CC&Rs Sections §6.3-6.4.

## Compliance Procedure

All complaints must be submitted in writing to the property management. When a violation is reported, an authorized person will inspect and confirm that a violation actually exists. If immediate action is required, that person will get the action started. We expect that simply being reminded of the violation will be sufficient to cause the violator to change their behavior.

Throughout the compliance procedure the violator has the right to request a hearing and appear before the Board to present information regarding the violation. At the end of the hearing the Directors will make a decision in the matter.

A verbal warning is not a requirement of the process. A Board member or designee (property management company) must be informed of the violation to initiate the compliance process. In order to prove consistent application of the process, all notices will be written and recorded by physical or electronic means.

The violator will receive a notice of violation. If the violation is not abated the Board has the authority to impose fines as defined in CC&Rs Section §7.4.1.4.

A list of violations will be reviewed by the Board before a formal violation will be issued.

Following is the fee schedule for repeated or non-response to violation:

1<sup>st</sup> warning letter in writing

2<sup>nd</sup> Violation letter and \$75.00 fee assessed – seven days following warning letter

3<sup>rd</sup> Violation letter and a \$150.00 fee assessed – fourteen days following warning letter

Should a 4<sup>th</sup> violation be warranted it could result in a meeting with the Board and a \$225.00 fee assessed, twenty-one days following warning letter. Each successive seven-day period will result in an increase of \$75.00 until the situation is resolved.

## Construction

The Unit's Owner is personally responsible for all activities of a contractor working in that Unit, and for coordination with the property manager. Before commencing any work, the Owner should contact the Property Management Company for specific guidance. A written construction agreement and deposit may be required.

Specific Owner obligations include:

- Prior to starting work, notify the Property Management Company of any intent to perform construction or remodeling, provide a copy of any building permit, and require the contractor to provide proof of liability insurance and worker's compensation insurance to management. Building Supervisor will provide contractor assistance for deliveries and access to the building systems if needed.
- Supervise all material handling and delivery. Since CitySide Lofts has only two elevators, large deliveries should 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. to 5:00 P.M. Contact the Property Management Company a 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 **CANNOT** be used for deliveries. There is only a 7-foot clearance. If the Parking Garage or the surrounding areas are damaged due to unauthorized use, the relevant Owner will be responsible for the costs of repair.

- Provide the property management company with a cell phone number to contact the project supervisor during the construction period. CitySide Lofts does not have a phone for contractor use.
- Enforce working hours in the building of 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 the property management company.
- Arrange to provide any temporary power or water needed by the contractor during

construction.

- Ensure all construction workers observe the building “NO” smoking policy. There is NO SMOKING in the common areas, including hallways, garages, Unit balconies/patios and within 30 feet of building entrances. If any chew tobacco, please do not spit it on the floors! They are expected to carry a container to dispose of it. The cost of repairs for damage will be deducted from your deposit.
- Require construction workers to act responsibly and respectfully while within the CitySide Lofts property. Profanity will not be tolerated. The use of power tools (i.e. nail guns or drills) should commence after 8:00 A.M. Music must not be played loudly enough to be heard outside the Unit.
- Arrange proper cleanup. All building areas including the elevators, corridors, restrooms, 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. Contractors are responsible for hauling their own trash and construction debris from the Unit on a daily basis. 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. The CitySide Lofts’ dumpster is not available for construction debris.
- Arrangements may be made by the Owner or contractor for a separate construction dumpster. Cleanup is expected daily.
- Prevent the posting of any signs in hallways or on the building exterior.
- Assume liability for any and all damage caused by their contractors, subcontractors and workers. Any damage will be repaired by the building supervisor, and the cost deducted from the deposit. Signage cannot be placed in the windows or corridors of the building.
- Arrange access to the Unit by providing a key. If re-keying is required, it must be done through Baldwin Lock & Key as they have the building master keying system.
- Ensure that their contractor meet federal, state, and local safety guidelines, including providing a fire extinguisher and first-aid kit within their project area.

## Insurance

In compliance with Article 10 of the CC&Rs, the Association maintains casualty insurance on the buildings. In the event of loss that policy will replace the building. Additions and upgrades inside individual Units are not covered. See CC&Rs §10.1.1. In addition, the Association

maintains public liability coverage for bodily injury or property damage for which the Association is liable. The Association's insurance agency is:

Insurance Agency: Higgins & Rutledge Agent: Greg Swenson  
Address: Address: 1661 W Shoreline Dr #100, Boise, ID 83702  
Phone: (208) 343-7741  
Insurance Company: Mutual of Oregon  
Address: 1661 W Shoreline Dr #100, Boise, ID 83702  
Phone: (208) 343-7741

The Association furnishes no coverage for Owner or renter liability, loss of personal property, nor loss of the value of Unit upgrades. While the CC&Rs do require that Owners purchase a personal property/liability policy the CC&R's do not require Owners to make their renters purchase such coverage, the Board strongly recommends doing so. Owners whose mortgage companies require coverage should review the extent of that coverage, specifically on the issue of liability.

The importance of coverage is illustrated by these examples:

Example 1: an accidental fire in Unit A causes smoke damage to furniture in Unit B. There is no insurance coverage unless the Unit B Owner or renter has personal property coverage.

Example 2: the fire in Unit A was caused by the careless resident of Unit A. The Association's insurance will rebuild the building approximately to original specs and the HOA carrier will demand full reimbursement by the careless resident (a legal process called subrogation). In addition, all other residents who suffered damages as a result of the fire will claim against the careless resident, directly or through their own insurance, a problem which would be managed by the careless resident's liability coverage.

### Limited Common Area

Limited Common Area is Common Area intended for exclusive use by the Owner of a specific unit. Limited Common Area includes patios, parking stalls, and storage units. Read CC&Rs §2.13, §3.7, §7.4.1.4 for more information.

### Maintenance / Cleaning

As required by the CC&R's, Owners are fully responsible for their repair and maintenance of their Unit (s), including cleaning and housekeeping. This extends to windows and doors. CC&Rs §6.2. If needed, the Property Management Company's maintenance staff is available to assist with any interior maintenance. Any services provide by the Property Management Company's staff will be billed at their regularly hourly rate.

The Property Management Company provides maintenance services and arranges for the cleaning of the common areas. For maintenance problems or concerns, please call their office and the appropriate person will be contacted to assist you. Maintenance and repair requests can also be submitted through an Owner's portal on the Property Management Company's website.

### Report Damage

Report any damage in the Common Area to the Property Management Company or submit a maintain request through the Property Management Company's website.

### Heating Systems

Maintenance and repair to individual heating systems is each Owner's responsibility. Association dues cover maintenance of the common system. The Board and Property Management Company encourage Owners to arrange for a quarterly maintenance inspection by the heating, ventilation and air conditioning contractor of their choice.

### Windows

Exterior window cleaning is scheduled for one time per year. Owners and residents will be notified of the date a week before the day of cleaning. The Property Management Company can arrange to have the interior of windows cleaned upon request, for an additional charge to the Owner requesting.

### Inspections

All equipment that operates CitySide Lofts is inspected at appropriate intervals and at least on an annual basis. While most of this equipment is located in common areas, inspection of the fire sprinklers in each Unit is required as well. Advance notice will be given to Owners and residents.

### Garbage

Each building has garbage/rubbish chutes. All garbage must be sealed in bags before putting it in the chute. Any large items must be taken directly to the dumpsters. Large boxes must be broken down to prevent overflowing. Trash is picked up two times per week.

### Elevator Malfunction

For emergencies due to elevator malfunction while in the elevator, push call button and emergency response will answer. For any general troubles with the elevator. Please call

the Property Management Company. If calling after hours, then contact Building Supervisor. If there is no response within 15 minutes, please call Thyssenkrupp Elevators (208) 658-0000.

### Emergency Notification

Residents who will be out of town can notify the Property Management Company and leave emergency contact information. The Property Management Company will only enter a Unit in case of an emergency such as fire or flood unless the Owner/resident directs otherwise.

### Moving In/Out

Moving, including delivery of large appliances and furniture, must be coordinated with the Property Management Company. The Property Management Company requests at least three (3) business days' notice to allow ample time to make sure pads are in place to avoid damage. Moving vans and delivery trucks can be parked legally on 13th or Grant Streets, and special permission to park behind the buildings may be obtained from the Owners using the phone number on the pay structure.

All items moved into or out of CitySide Lofts must be properly padded to protect the walls of the elevators and common areas.

Empty boxes should be flattened and placed in the recycle receptacle located at the North end near Front Street behind the 406 Building. Please do not leave boxes in the hallways or put them in the dumpster without breaking them down.

**PLEASE NOTE:** The parking garage is **NOT** for deliveries. There is only 7 feet of clearance. Any person causing damage to the parking garage or the surrounding areas due to inappropriate use will be responsible for the costs of repair.

### Parking

The CitySide Lofts parking garages are defined in the CC&Rs as Limited Common Areas (CC&Rs §2.13). The location and numbering scheme of the parking stalls is shown on Exhibit F to the CC&Rs, and rules for the use of parking stalls are set forth at CC&Rs §3.7.

All numbered parking stalls are owned by or assigned to a specific Unit and reserved for the exclusive use of that Unit. The Association maintains a written record of all of the parking stalls and the Unit for which each parking stall serves as Limited Common Area.

Nothing other than a vehicle may be stored in a parking stall.

Upon an Owner's sale of a Unit, the right to use a parking stall or stalls as Limited Common Area for such Unit shall transfer to the successor Owner of that Unit. Owners may swap parking stalls upon the written approval of the Board and shall be subject to the Board's reasonable discretion. Upon the making of an approved swap of parking stalls, the Association shall update the Parking Stall List. The Association shall provide an Owner with the current parking stall list, certified by the Association as complete and correct, upon written request.

## Renting and Leasing

Subject to the rules laid out in CC&Rs §6.9, Units may be rented or leased. CitySide Lofts is a development of primarily owner-occupied residences. Maintaining a high percentage of owner occupancy is important to every owner. For buyers to qualify for the most common mortgages and governmental agency guarantors, mortgage insurers require a high percentage of owner-occupancy. The typical standard is no less than 70% of total units are owner-occupied.

The CC&R's further require owners who desire to rent or lease a unit to obtain the written consent of the Association Board. The Board requests that all owners of leased Units provide the following information to the Board:

1. Name(s) of the tenants obligated for the lease;
2. Begin date and termination date of the lease; and
3. Copy of the written lease.

The lease cannot be for a term less than one calendar month. The entire Unit must be leased, but cannot be leased for uses customary of hotels, such as on a room-by-room basis, to roomers, or to boarders.

When more than 30% of Units are not Owner occupied the Board maintains a "waiting list" of Owners requesting consent to rent or lease, and consents to do so are granted by the Board in date order.

When an approved lease expires, it is the Owner's obligations, in writing, to notify the Association within 30 days of the lease expiration (or 5 days of a lease termination) of whether the Owner intends to re-lease the Unit. If a re-leasing Owner does not lease the Unit within 90 days of the end of the prior lease, the Unit is no longer eligible for leasing, and the Owner must reapply to lease the Unit.

Any rental/lease agreement for a Unit shall be in writing, shall provide that the lease is and shall be subject in all respects to the provision of the Homeowners' Manual and shall provide that the failure by the tenant to comply with the terms of the Homeowners' Manual shall be default under the lease.

## Quiet Enjoyment

Every resident is entitled to pleasant living conditions. As such, the Board has determined the following guidelines to apply:

Quiet Hours – the quiet hours are defined from 10:00pm to 7:00am for the building from Monday to Friday and 11:00pm to 8:00am on Saturday and Sunday.

Music – Music must not be played loudly enough to be heard outside the Unit. If Owner is planning on entertaining, have the courtesy to let neighbors know ahead of time. This avoids angry phone calls and police visits.

Roof-top patio – the common patio can be reserved. Other residents will be notified of the reservation by management, and the courtesy of respect for the reservation is expected.

### Noise Disturbances

CitySide Lofts Condominiums have been especially designed to minimize noise. However, CitySide Lofts is situated in the downtown area, which puts it in close proximity to various restaurants, 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 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.

A police officer will be dispatched to receive the complaint. Be sure to sign the complaint the police officer will provide. In addition, please contact the Property Management Company office so that complaints can be documented. In the event that action must be taken, the Property

Management Company will take responsibility to represent all Association complaints.

## Smoking Policy

Cityside Lofts buildings 406 and 412 are non-smoking buildings. No smoking of any kind, which includes vaping and e-cigarettes, is allowed in any common area (hallways, elevators, roof top patio, and garages) nor any limited common area (storage units, balconies, and patios) nor within 30 ft. of any public entrance, in accordance to the CC&R's §6.4.

## Use of Building

Specific limitations are described in the CC&Rs section §6.3-6.5, as follows:

- Obstruction or alteration of any common area is prohibited. This includes ground-floor patios and personal decorations and extends to welcome or other mats, decorations and plantings around interior hallways.
- Prohibited activities include; a) anything that would cause cancellation and or increase in the cost of insurance on the buildings; b) anything illegal; c) and anything that may become or be deemed an annoyance or nuisance to any other Owner” or lawful resident.
- Owners are liable for any damage to common areas caused by themselves, their guests, or their occupants.
- Storage of hazardous materials is prohibited.
- To maintain the consistent exterior of the buildings, per CC&Rs §6.5, the following are prohibited:
  - Anything hung inside or outside exterior windows other than drapes, curtains, or blinds in exterior colors of white, beige or gray.
  - Anything attached to an exterior wall or roof, such as awnings, hammocks, swings or antennas.
  - Signs of any kind, including “for sale” and “open house,” without the consent of the Board.
- In addition, the Board has by rule under CC&R §7.4.1.4 further limited the storage of personal property on exterior balconies (other than furniture designed for outdoor use) and in garage parking stalls. Subject to Board consent, shelving may be built into assigned storage rooms in the parking garage.

## Utilities

Units are separately metered for gas and electricity. Upon purchase, a new Owner must contact these utilities to arrange service:

- Idaho Power Customer Service at (208) 388-2323
- Intermountain Gas at (800) 548-3679
- Cable Television/Telephone
- Sparklight is the cable service pre-wired in the building. Call Sparklight at 208-375- 8288 to subscribe. Sparklight can also provide high-speed Internet access.
- Century Link is a local telephone service provider and also has DSL capability. They can be reached at 1-800-244-1111.

Satellite Services are only available through the preferred vendor Lindsay Satellite. They are able to provide any of the satellite services requested. They can be reached at 208-703-4081.

# Appendix A

## Property Management Company Information



The Association's current property management company is DS Property Management.

DS Property Management maintains a website to serve the needs of the Owners and residents.

<https://dspropertymgmt.com/associations/city-side-loft-condominiums>

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

KEY CONTACTS: **Property Manager:** Debra Cano, CMCA®,  
E-mail: [deb@dspropertymgmt.com](mailto:deb@dspropertymgmt.com)  
Phone: (208) 922-8027  
Fax: (208) 321-9424

**Building Maintenance Supervisor:** Shane Glenn  
Cell Phone: (208) 412-0276

After Hours Emergencies (208) 922-8027 or (208) 412-0276

### Assessment payments

Mail to:  
DS Property Management  
P.O. Box 45387  
Boise, Idaho 83711

**\*\* Make checks payable to CitySide Lofts Association \*\***

Online: You can make online payments via the payment portal on the DS Website, if paying with a credit card you are subject to a convenience fee. If paying with a Bank account, no fees will be assessed.

**\*\* The Board and Management encourage automatic payments \*\***

# APPENDIX B

## CitySide Lofts Condominium Association Pet Agreement



THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

\_\_\_\_\_ Owner of Unit Number \_\_\_\_\_ in CitySide Lofts Condominiums, hereinafter referred to as "Owner", and the Board of Directors of CitySide Lofts Condominium Association, which has been vested with the jurisdiction to approve CitySide Lofts Condominium Association or reject pets in the building, enter into pet agreements with Owners and to assume responsibility to enforce the Pet Rules, Regulations, and Agreement, hereinafter referred to as "Board",

WITNESSETH:

**1.** Owner owns and will have living in said condominium Unit the following pet(s):

Name \_\_\_\_\_, Breed \_\_\_\_\_, Age \_\_\_\_\_, Weight \_\_\_\_\_

Name \_\_\_\_\_, Breed \_\_\_\_\_, Age \_\_\_\_\_, Weight \_\_\_\_\_

**2.** In consideration of the Board consenting to allow Owner's pet(s) to be kept or permitted within Owner's condominium Unit, and with respect for the comfort and peace of mind of the residential and commercial neighbors, I, Owner, hereby agree as follows:

- a.** To not keep or permit any pet in Owner's Unit which shall be a nuisance, annoyance, inconvenience, or a danger to the CitySide Lofts 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 a pet exceeding 75 pounds in weight, or any other animal not approved by the Board.
- c.** To notify the Property Management Company if I will be out of town and the pet left in the Unit and, in which case, provide the Property Management Company 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 the Property Management Company 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 the Property

Management Company with written verification.

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.

- f. To be responsible for and pay upon receipt of any billing for any primary and secondary damage caused by said pet(s)
- g. Do not dispose of pet refuse by flushing down Unit toilet. If other disposal is needed it should be wrapped in heavy-duty plastic and carried to the trash receptacle located outside the building; NOT down the trash chutes.

Owner understands 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, Owner will remove any pet previously permitted within 24 hours. Owner also understands they will be responsible for all cost and attorney fees if legal action is required to successfully enforce this agreement.

DATED this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

OWNER (All Owners of condominium Unit must sign)

\_\_\_\_\_

CITYSIDE LOFTS CONDOMINIUM ASSOCIATION BOARD MEMBER

# APPENDIX C

## CitySide Lofts Condominium Association Reservation Form



Owner Name: \_\_\_\_\_

Event Name (if Applicable): \_\_\_\_\_

Event Point-of Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Time of Event: \_\_\_\_\_

Expected # of Guests: \_\_\_\_\_ Is the Event open to the Public: \_\_\_ Yes \_\_\_ No

Location: \_\_\_ Common Area Patio Media Coverage Expected: \_\_\_ Yes \_\_\_ No

Event Details:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List of Vendors being used (if any):

Company	Contact Name	Contact Number

---

Please complete and return to DS Property Management via email or at our office for Review and Processing with Owners.

**Reservations**

\_\_\_\_\_ Tenant Initials

Before entering into this agreement, tenant shall have a completed and signed Reservation Form for the reservation of the use.

For an event to be guaranteed, DS Property Management must receive a security deposit of \$150.00 dollars.

**Decorations**

\_\_\_\_\_ Tenant Initials

Decorations may not be fastened to the walls with thumb tacks, nails or staples. Pushpins and masking tape are permitted but must be removed at the conclusion of the event. Candles must be completely enclosed in a glass or non-flammable holder. The use of glitter, metallic confetti, straw, rice, birdseed, or hay is prohibited. Immediately following the completion of the function, all decorations, trash or other debris must be thrown away in the appropriate receptacles provided. Anything left behind will be thrown away. When in doubt about decorations deemed acceptable, Tenant must consult with property management.

**Clean-Up Responsibilities**

\_\_\_\_\_ Tenant Initials

Clean-up is the Owner's responsibility. Any Tenant leaving excessive trash on the premises is subject to additional charges.

Owners must finish the clean-up no later than the time the Tenant has identified as the ending time for his/her event.

If DS Property Management is tasked with cleanup and removal of decorations it will be at a cost of \$50.00 per hour.

**Smoking**

\_\_\_\_\_ Tenant Initials

No Smoking is not allowed including Electronic or E-Cigarettes.

**Miscellaneous Policies**

\_\_\_\_\_ Tenant Initials

Live animals, except for service animals, may not be brought onto the premises.

Tenant and his/her guests are restricted to the reserved area.

DS Property Management and or City Side Lofts Association will not be responsible for items left behind, before, during or after an Event.

In cases where property has been damaged or abused beyond normal wear, Owner will be billed for all damage and additional clean-up.

Owner must sign and agree to the Waiver of Liability.

I, \_\_\_\_\_, fully understand and agree to the above terms.

\_\_\_\_\_  
Signature Date: \_\_\_\_\_

\_\_\_\_\_  
DS Property Management Date: \_\_\_\_\_

### Waiver of Liability

This agreement releases **DS Property Management and City Side Lofts Association** from all liability relating to injuries/risks that may occur on City Side Lofts premises. By signing this agreement, I agree to hold **DS Property Management and City Side Lofts Association** entirely free from any liability, including financial responsibility for injuries incurred, regardless of whether injuries are caused by negligence.

By signing below, I forfeit all right to bring a suit against **DS Property Management or City Side Lofts Association** for any reason. I will also make every effort to obey safety precautions.

I, \_\_\_\_\_, fully understand and agree to the above terms.

\_\_\_\_\_  
Signature Date: \_\_\_\_\_

\_\_\_\_\_  
DS Property Management Date: \_\_\_\_\_

# APPENDIX D

## CitySide Lofts Condominium Association Construction Form



### Acknowledgment (Construction Agreement)

I/We fully understand The City Side Lofts Building construction requirements. I/we understand that the requirements supplement the Declarations and are in addition to the Declarations and the Rules and Regulations. 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, flooring and painted surfaces and understand that any cost incurred for cleanup, maintenance or repair will be the owner's responsibility. I/we understand that such damages and costs to repair damages may become a lien against the property. I/we understand that Contractors and Subcontractors must carry Liability Insurance.

**We have read and agree to follow the above Remodeling Rules and Construction Procedures.**

Owner: \_\_\_\_\_ Owner: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Date: \_\_\_\_\_ Condo # \_\_\_\_\_

Contractor: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ Copy of Building Permit Received by Management. \_\_\_\_\_ Not required

\_\_\_\_\_ Proof of Liability Insurance Received by Management

\_\_\_\_\_ Refundable Construction Deposit in the amount of \$ \_\_\_\_\_

\_\_\_\_\_ Architectural Review. \_\_\_\_\_ Not required (Why) \_\_\_\_\_

\_\_\_\_\_ Material Approved \_\_\_\_\_

Scope of Project (Brief Description): \_\_\_\_\_

Estimated Project Cost: \$ \_\_\_\_\_

**The CSL Association Board of Directors – Approved By:**

\_\_\_\_\_ **Date:** \_\_\_\_\_

Completion Date: \_\_\_\_\_ Occupancy Permit Received-If  
Applicable\_\_\_\_\_

Deposit Refunded: \_\_\_\_\_ Yes \_\_\_\_\_ No Amount: \$\_\_\_\_\_

If full amount not refunded why: \_\_\_\_\_

\_\_\_\_\_