

**Rules & Regulations**

**Modified 2017**

Contact Information:

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**RULES & REGULATIONS**

These Rules & Regulations are for the purpose of preserving a high quality of life for our owners and tenants, improving property values over time, promoting and preserving the entire project, and preventing unreasonable interference with the use of each lot, unit or the common areas by the owners.

Our Rules and Regulations exist and are intentionally stringent in order to maintain a safe, harmonious, peaceful, and attractive environment to accommodate homeowners, tenants, and short-term renters in close proximity. Please be aware that these rules and regulations will be strictly enforced and be sure that all tenants and visitors receive a copy.

It is the responsibility of any Owner renting their unit to be sure that their renter abides by all Association Rules and Regulations. Owners are ultimately the one being assessed, even if they pass that assessment onto their tenants.

In general:

- Common courtesy, respect for neighbors, and reasonable actions are expected of all owners and tenants.

1. Parking & Driving

- a. We have only 35 parking spaces for 27 units.
- b. No unit may have more than one car parked on the building side of the lot or in the spaces immediately to the north of the laundry area.
- c. Long-term parking – a car cannot be parked for greater than 3 days without being moved and may not be in front of units on building side of lot without being moved.
- d. No parking is permitted in front of pathway entrances to units, parking lot entrances/ exits, on grass, outside laundry in No Parking area, or in Fire Lane (grassy area outside units 11-13). Parking in these areas may result in immediate towing.
- e. During winter months snow removal takes place in early morning hours so cars should be moved off lot as early as possible on snow days to facilitate effective, efficient, and less costly snow removal. All cars must have the ability to be moved within 24 hours or anytime there are 3” or more of snowfall. Owners who leave town with cars in the lot must leave winter contact information with Property Manager in case the car needs moving. This saves us all headaches and dollars.
- f. Parking of boats, trailers, campers, motor homes, and derelict vehicles of any kind on Association property or public ways adjacent to Association property is not permitted.
  - i. Temporary parking of camper and motor homes will be permitted in the adjacent street, subject to City of Ketchum regulations for a period not to exceed 3 days (72 hours).
- g. Residents and guests of units 19-25 who have rear access to their units are encouraged to park in the six spaces available to them behind these units, since they have effectively more available parking than any of the other units.
  - i. If a rear parking space is used by one of these units, they may not have a second car on the building side of the parking lot or in the area directly to the north of the laundry area.
- h. No unit may have more than 2 cars on the lot for more than 48 hours.
- i. There will be no skateboarding, rollerblading, football, or other recreational activities in the parking lot at any time.

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- j. Where towing/ removal of vehicles is applicable the Property Manager will do so at the owner's expense.
- 2. Exterior Appearance
  - a. In accordance with Ketchum's Dark Sky Ordinance, all exterior lighting must be shielded downwards. This complex has selected an acceptable and conforming light fixture, which all units must use.
    - i. In the interest of a consistent look for our building, alternatives will not be approved.
    - ii. Non-compliant fixtures will be replaced by the Property Manager and at the Owner's expense.
  - b. Window coverings visible from the exterior (curtains, blinds, etc) may be white, off-white, or natural wood with a clear finish. The Board must approve any alternatives.
    - i. Sheets or non-standard window dressings are not acceptable, even if they are acceptable colors.
    - ii. All Window coverings must be in good repair (for example, but not limited to: drapes to be cleanly hung on rod or guide, no visible stains or tears, no bent blinds, etc)
  - b. Balconies and patios are for the enjoyment of owners, and also have a visual impact on everyone. They must be kept neat, clean, and clear of clutter.
    - i. They may be used for stacking firewood or appropriate outdoor furniture.
    - ii. Personal property such as ski racks, tools, interior type furniture, tires, pet items, or equipment may not be stored on the decks or exterior of the unit. Bikes may not be stored on decks.
    - iii. Blue tarps and bright colors may not be used on the exterior
    - iv. Banners and other hanging objects are not permitted on the exterior.
  - c. Scrap firewood and construction scrap must be cleaned up immediately and may not be stored on the exterior of the unit.
  - d. Children's toys and other equipment should be cleaned from the Common Area when not in use, and, at a minimum daily.
  - e. Trash is not to be stored on balconies or outside of the unit.
    - i. If garbage is spilled by the dumpster please pick it up.
  - f. Recycle bins are provided by the dumpster for Owners and Tenants. We encourage everyone to use these appropriately as they save us dollars while improving the quality of our lives.
  - g. A maximum of one real estate sign may be displayed per unit, either in the front or in the window of the unit.
  - h. Owners and Tenants are expected to maintain interior units in a safe and sanitary condition.
- 3. Occupancy Limits
  - a. This building has an aged and often inadequate infrastructure and limited parking. To make this area livable for all tenants, the following rules will apply.
  - b. No more than 3 unrelated people may occupy one unit at any time.
  - c. No more than 4 members of the same immediate family may occupy one unit at any one time.
  - d. Guests exceeding these numbers may not stay for more than 3 days in any 1-month period of time.
- 4. Pets
  - a. Having a pet in the complex is a privilege not a right
    - i. Repeated Violation of Rules & Regulations ultimately leads to loss of privilege to have a pet
  - b. Unit owners who occupy their unit are allowed to keep one pet in their unit.

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- c. Resident Owners who have dogs must pay \$10/ mo. per pet fee to the association to defray costs to association of pet maintenance.
  - i. Cat owners will not be charged a pet fee at this time, but the association may change this at any time with appropriate notice.
- d. Owners must clean up after their pet immediately. Please walk your dog away from the units and courtyards to 'do their business.'
- e. Excessive barking and/or other pet sounds that disturb neighbors are not allowed. Noise complaints relative to pet sounds that disturb neighbors will be assessed if called in to the management company. Don't leave pets alone in units if noise is a potential problem.
- f. Owners will be responsible for any property destruction caused by their pet.
- g. Dogs may not be tethered or left to roam outside without owner control. Observance of Ketchum's leash law must be observed at all times. Pets should be under leash or voice control of pet owners at all times.
- h. Owners and tenants many not have 'visiting pets.'
- i. Violations beyond 3 in any 3 year period of time will result in additional assessments and 1 year suspension of pet privileges
  - a. Owner will receive a 10-day notice of suspension of pet privileges with the violation notice. They will be assessed \$200 per month every 30 days until the pet is permanently removed from the complex. The Suspension of pet privileges begins the date the pet is permanently removed from the complex.
- j. Tenants are not allowed to keep any pets. Owners renting to tenants with pets will be assessed \$100 per month after a 20-day notice, unless the situation is corrected upon receiving notice.
  - i. After 1 month the assessment will go to \$200 per month and continue every 30 days until the pet is gone.
  - ii. After 2 months that pet will be removed to the pound if found outside the unit.
  - iii. That unit owner will lose the pet privileges, even for themselves, for a period of 1 year from the date the pet is permanently removed from the complex.

**5. Noise**

- a. Peaceful enjoyment of units is important at all times for our Owners and Tenants. Normal and prudent respect for your neighbors should always be observed. Noise complaints to management will be logged and discussed with Owners/ Tenants.
- b. Quiet hours shall be in effect from 10PM to 8 AM, in accordance with the Ketchum noise ordinance.
- c. Construction noises will be allowed between the hours of 8AM and 7PM only.
- d. In the event of a noise disturbance, procedures are as follows:
  - i. If possible, contact the perpetrators and ask them in a neighborly fashion to cease and desist the action causing a disturbance.
  - ii. Notify the police.
  - iii. Notify the Property Manager (this may occur the following AM)
- e. Complaints should be made to the property manager during normal business hours, whether or not it was reported to the police in the evening or nighttime hours.

**6. Laundry Room**

- a. Keeping a clean laundry room is a cooperative effort. Please leave room at least as clean as you found it.
- b. Laundry room is for the personal use of Owners and Tenants only.
- c. Do not leave laundry baskets, products, or other personal items in the laundry room.
- d. If laundry room needs cleaning or repair please notify the property manager.

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- e. Do not use trash bins for anything other than laundry room trash.
- 7. Storage Room adjacent to the laundry room
  - a. This room is mainly for Association records and maintenance supplies.
  - b. With the exception of homeowner's bicycles no personal items may be stored there.
    - i. Keys will be issued with a \$25 key deposit for those Owners wishing to store bikes
    - ii. To obtain a key contact the property manager and sign a liability release
  - c. Any items stored other than bicycles will be disposed of by the manager without recourse by the owners
  - d. Any items, including allowed bicycles, may be stored in the storage room at the risk of the owner. The Association has no liability.
- 8. Exterior changes
  - a. All addition or changes to the exterior must be approved in advance of beginning construction by the Architectural Committee of the Board of Directors (see Association Declarations).
    - i. Your request must include the project information, drawings and specifications as well as projected timeline for completion.
    - ii. Property Manager will issue a 'permit' for all approved changes and for a stated period of time. Work not complete by the permit end date must receive approval for an extension, again with stated period of time, or the unit owner will be assessed based on the existing penalties table.
  - b. There are several approved changes and window specifications on file, which may be requested from the Property Manager. Approvals for these 'approved' schemes may be faster.
  - c. Satellite dishes are included in this regulation and must be approved for placement and color before installation. Unapproved installations will be removed at the owner's expense.
  - d. Process for any changes:
    - i. Submit architectural plans/ drawings/ specifications to property manager AND president of the association showing size, placement, color, and design of proposed changes or façade 45 days prior to plan construction.
    - ii. Plan will be reviewed and responded to in writing as quickly as possible by the Board, but in no event more than 45 days.
    - iii. 46 days after submission of the proposed plans to the Property Manager the owner may send the Property Manager, by certified mail or hand delivery, a letter of Intent to Proceed.
    - iv. If the Board does not respond either by Certified mail, hand delivery, or express delivery within 5 days then the owner may proceed without authorization.
    - v. It is the sole discretion of the Board of Directors to approve or disapprove any proposed remodeling plans based upon their perception of the best interests of the association.
  - e. Violation of exterior change standards are subject to complete removal of offending change or infraction assessments, as determined by the Board of Directors.
    - i. There will be a minimum assessment for proceeding without written authorization from the Board of Directors of \$500.
- 9. Construction
  - a. Construction scrap, debris, and demolition materials may not be put in the Association dumpster
  - b. Owner must work with the Property Manager to find an appropriate site for a project dumpster.
  - c. Submit names and contact number to Property Manager for all contractors on the project in the event of emergency.

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- d. The owner who is remodeling is responsible to notify all adjoining neighbors who might be affected by the remodel.
- e. Owner is responsible for any damage caused to the building as a result of their project.
- f. All construction must observe noise regulations as stated.
- g. All construction should observe property cleanliness regulations as closely as possible.
  - i. Common area must be cleaned daily of any equipment or debris
  - ii. Personal courtyards, backyards, and decks must be kept as tidy as possible during the project.

**10. General Conditions**

- a. Suspension of any privileges due under these rules and regulations does not in any way limit the responsibility or liability of the owner from paying their assessed dues and annual and special assessments for the management, operations, upkeep, and repairs of the entire complex during that period of suspension.
- b. Owners must supply a key to their unit to the property manager for emergency access.
- c. Rental agents must supply the property manager with a list of tenants (this applies to long-term tenants only)
- d. Owners renting their units must obtain insurance that covers owner's damage and liability in the event of damage while unit is rented. Regular homeowner's insurance does not cover this in Idaho and could leave the homeowner liable for damage to other units in the complex in the event of major damage.
- e. The unit owner is responsible for the actions of his tenants and guests and for their compliance with these rules and regulations. For those violations that do not carry different specific assessments or sanctions the owner will receive notice with 20 days to remedy the deficiency. Following that period, the owner will be assessed \$50 per month plus any damages. In addition, the association may elect to remedy to the situation themselves after 30 days and charge the owner for all costs and fees associated with that remedy.
- f. There shall be no smoking within the buildings or within 35 feet of the buildings or a fine will be imposed on the owner of the unit in which the violator is living in or visiting.

Unless otherwise provided for herein, the following assessments will be levied for violations of our Rules & Regulations. These assessments are based upon an estimate of the time incurred by the Property Manager to handle the violation, hearing or appeal. If the Property Manager's fees exceed the assessment listed below, the assessment shall equal the amount of the fees incurred.

Violation #1 = \$50 assessment

Violation #2 = \$100 assessment

Violation #3 = \$200 assessment

Continued violations will result in repeated assessments. In addition, the association will remedy the situation if possible and bill the owner for all costs and other fees associated with that remedy (ex: trailer left on site would be towed away and stored at owner's expense)

The failure to levy an assessment in a specific situation will not affect the enforceability of assessments in all other situations.