

Waterside Condominium Homeowners Association

WATERSIDE HOMEOWNERS ASSOCIATION RULES AND REGULATIONS Revised January 2016

The information, rules and regulations outlined herein have been extracted from the River Run Homeowners Association and the Waterside Homeowners Association Covenants, Conditions and Restrictions (CC&R's), or established by the Boards of Directors over the years in accordance with the authority granted the Board by the Waterside CC&R's and By-Laws.

GENERAL

1. The right to collect and enforce the local assessments made by the Waterside Association is vested in the Waterside Association Board of Directors. Each owner of a unit, upon becoming an owner, agrees to pay each and every local and master assessment provided for in the Waterside Supplement and River Run Declaration.
2. The Waterside Association has the right to enforce such Waterside Association Rules as the Association deems proper regarding the use of the local common area, including Waterside Rules which limit the number of individuals an owner may allow to use local common area at any one time.
3. It is the responsibility of the homeowner to inform their tenants, family, guests, and invitees regarding the rules contained herein. Copies of these Rules and Regulations should be furnished by the owner to all tenants prior to occupancy, and shall be included as an attachment to all leases. Copies are available on request at the management office or by calling the Association Manager. Owners will be held responsible for actions of their tenants, family, guests, and invitees.
4. Each owner is liable for expenses for corrective action necessitated by violation of the Waterside Association Rules or for any damage sustained by reason of negligence or willful misconduct of the owner, his family, guests, invitees, or tenants, both minor and adult. Breaches of the rules may be remedied by order of the Waterside HOA Board of Directors, with costs being levied against the homeowner. For specifics, please refer to your complete copy of the CC&R's.
5. As a condominium project, your residence **UNIT** and what you are allowed to do within it is different than it would be for a single family residence or a townhome. The interior space you own is from the inside surface (paint) of the exterior walls and ceiling inward, the floor coverings but not the floors and the electrical fixtures and plumbing fixtures but not the wiring or plumbing within the walls. Doors, trim, cabinets, closets etc. are also owned by you, as is the furnace, water heater and air conditioning unit. You also have the sole right to use and occupy **LIMITED COMMON AREA** which includes your raised entry "stoop", your back patio or deck and your garage. Your driveway to your garage is considered your Limited Common Area if it is exclusive to your unit. If it is used by more than one unit, it must be shared by all who need to access it.

The CC&R's and By-Laws explain it in more legal/technical language but, generally, here are the basics of what is required if you wish to make any changes to your Unit or Limited Common Area:

- A. Changes requiring Architectural Committee application and approval:
1. Any change to the exterior of the Unit, including Limited Common Areas.
 2. Any electrical or structural changes in your Limited Common Garage.
 3. Any change that result in moving electrical, plumbing, vents or ductwork.
Most of these types of changes will also require permits from Boise City and the HOA is to be given copies of these completed permits.
 4. Any change that adds or removes walls within the unit.
 5. Adding a satellite TV dish (see separate section below).
 6. Replacing your air conditioning unit (see separate section below).
 7. Any change that requires penetrating a wall that is common to another unit or the exterior wall or ceiling below the attic or roof.
 8. Adding insulation either in the attic or under the floor in the crawl space.
 9. Adding a screen door at the Unit entry.
 10. Replacing any window or sliding glass door. (See separate Window Installation Specifications document available from Residential Association Management's office.)
- B. Changes that do not require approval include:
1. Painting of the interior of your Unit.
 2. Carpeting or other floor covering changes.
 3. Cabinetry changes that do not impact walls.
 4. Replacing existing electrical outlets, switches and light fixtures **in their current locations.**
 5. Replacing doors and/or door hardware, with the exception of the Unit entry door and either garage door.
 6. Replacing appliances with similar appliances in the same location.
 7. Replacing window and sliding glass door insulated glass panes with broken seals. NOTE: the Home Owners Association will pay for one half (1/2) the cost of a clear dual glazed panel, although you may install Low E or better...no tinted, however. There is NO Home Owners Association cost participation if the entire window or sliding glass door is being replaced.
- C. Insurance requirements for contractors and subcontractors. All contractors and subcontractors performing work on Common Area must provide evidence of insurance meeting the following limits and naming Waterside Homeowners Association as an "Additional Insured." Certificate Holder is not acceptable. Current limits required are as follows:
1. Workers' Compensation Insurance in compliance with the laws of the State of Idaho including Employer's Liability with statutory limits.
 2. Comprehensive General Liability and Automobile Liability insurance with bodily injury liability limits for not less than two million dollars (\$2,000,000) for each occurrence.
 3. Property damage associated with losses incurred under #2 to be a minimum of one million dollars (\$1,000,000) for each occurrence.

The following may be additional restrictions to those set forth in the River Run Declaration and are cumulative in effect:

USE OF CONDOMINIUMS

1. **RESIDENTIAL:** Condominiums may be used for residential purposes only. Leases and rentals are permitted in accordance with all applicable HOA rules; city, state, federal laws, ordinances and codes; and the River Run and Waterside Declarations, Articles, and By-Laws. For Waterside units, the minimum allowed lease term is six (6) months. If extenuating circumstances require a shorter term, an appeal may be made to the Waterside Board of Directors who, in its sole discretion, may approve the variance in term length. This variance shall apply only to the specific lease appealed to the Board.
2. **OBSTRUCTIONS OF COMMON AREA:** Nothing shall be stored on any part of the common area or local common area; nothing shall be altered on, planted in, constructed on, or removed from the project, except with prior written consent of the Waterside Board.
3. **INTERIORS:** Residences must be maintained so as not to be dangerous, unsafe, or unattractive.
4. **HAZARDOUS and OFFENSIVE ACTIVITIES:** No offensive, unsafe, or hazardous activity shall be carried on in any unit, garage, common area, or local common area, nor shall anything be done which may be an unreasonable annoyance or nuisance to any other owner or tenant. This shall include prohibiting the use of fire pits and smoker grills when used for smoking purposes.
5. **ANIMALS:** No animal other than a domestic house pet shall be allowed in or on the project. The number of pets is limited to two (2) dogs and two (2) cats. City ordinances require that dogs be leashed and under control at all times. Waterside pet owners must pick up after pets allowed to defecate in the common area. CC&R's state that, "any animal causing a disturbance may be permanently removed from the project with 24 hour notice from the Waterside Association". Cats that are allowed to roam unattended and become a "nuisance" to another Owner's Limited Common Area will be required to be kept indoors after a formal complaint has been submitted to the HOA Board or Association Manager and the Board determines the complaint to have merit.
6. **CONDOMINIUM UNIT (including Limited Common space) ALTERATIONS:** No architectural, plumbing, electrical, or similar work within the local common area, and no improvements or alterations shall be constructed by any owner without the prior written consent of the Waterside Architectural Committee. All work performed upon owner or Association property shall be in compliance with applicable governmental rules, regulations and codes. A copy of all required Building, Mechanical, Plumbing, Electrical or other permits must be provided to the Association Manager so they can be included in your unit's file.
7. **STORM DOORS:** Standard storm door specifications have been approved by the River Run Master Association Architectural Committee and the Waterside Board of Directors, and are available upon request from the Association Manager.
8. **DECKS AND PATIOS:** Owners must obtain written approval of the Architectural Committee for repainting, restaining, or repair of patios, balconies, or decks; for installation of any outdoor floor covering; or for storage of anything on these portions of the unit's "Limited Common Area."

9. **SNOW REMOVAL:** Sodium chloride (**Salt Based**) deicing granules are prohibited. PAX biodegradable deicing granules are recommended.
10. **TRASH and NUISANCES:** No rubbish or debris shall be permitted to accumulate anywhere upon the project. Garbage and recycling containers must be stored in the garage. Trash and recycling containers are not to be left out except on trash day. The evening prior is acceptable.

No noise or odor is permitted that is offensive or detrimental to others. Parents are requested to closely monitor their minor children with regard to excessive noise in the common areas, playing, or disturbing wildlife near the water amenities.

Feeding of wildlife is specifically prohibited, with the exception of small song bird feeders allowed in Limited Common areas.

11. **UNSIGHTLY ARTICLES:** No unsightly articles which shall be visible from any other portion of the Project shall be permitted, including clotheslines, exterior HDTV broadcast antennas (unless an exception has been granted by the Architectural Committee or Board), or refuse.
12. **GARAGE and ESTATE SALES:** Garage sales, estate sales and/or yard sales are not allowed.
13. **WINDOW TREATMENTS:** All interior window treatments which are visible from the exterior of the units shall be neutral, earth-tone colors.
14. **DAMAGES:** Each owner shall be liable for expenses for corrective action necessitated by violation of the Waterside Rules due to negligence (accidental) or willful misconduct of said owner or his family, guests, invitees, or tenants. Owners are encouraged to carry sufficient insurance coverage to handle unforeseen damages.
15. **VEHICLES:** Homeowners are **limited to two (2)** vehicles per Waterside condominium unit. Homeowners shall park **only one (1)** car in the overflow parking spaces and those with an infrequently used vehicle (in addition to one in his/her garage) are requested to park those additional vehicles off site.

No unsightly or unrepaired vehicles shall be placed upon any portion of the property unless enclosed in the homeowner's garage. No boats or campers/trailers shall be stored on the property, including within the garage.

No on-street parking shall be permitted except in those areas expressly designated for parking use. The Board has the authority to prohibit or limit the use of all types of vehicles within the property by adopting rules and regulations for same. No vehicles shall be parked in areas designated as fire lanes. Vehicles parked in fire lanes shall be subject to towing at the owner's expense without warning or notice.

Please provide the Make/Model/License number of the two (2) vehicles you wish to have noted as belonging to your unit (Owner or Renter) to the Association Manager. Unregistered vehicles are subject to towing if a complaint is filed with the Association Manager.

Temporary parking is allowed and encouraged in front of garages, provided the space accommodates the length of the vehicle and doing so does not obstruct access to others' garages.

16. **GARAGES:** Owners/Tenants are to park their vehicle in their garage. Garages are for cars and incidental storage only. They are not to be used for any other purpose. **(They are not to be used as permanent storage units.)**
17. **LANDSCAPING:** The Board has adopted guidelines for landscaping in the local common and limited common areas (see below.) Sprinkler modifications are to be performed by the Waterside maintenance personnel only, as directed by the Board or Association Manager. No landscaping within the local common area, and no improvements or alterations shall be constructed by any owner without the prior written consent of the Waterside Association Board or Landscape Committee.

Limited Common Area Planting Guidelines:

- A. Any permanent in-ground planting in Limited Common space must be approved by the Architectural and/or Landscape Committee unless annual color plantings only.
 - B. Pots or other decorative items must not be placed on the wall caps of the Limited Common fencing.
 - C. The existing sprinkler system is controlled by the association and can be adjusted for volume only; watering times are set by the zone they are associated with. Waterside maintenance personnel will be made available to help with the initial operation of the existing system components.
 - D. Drip irrigation systems are discouraged. Waterside irrigation water is well water and has particles that will plug most drip emitters.
 - E. All plants in pots on wooden decks must have watering saucers.
 - F. All planting must be kept neatly trimmed and in scale with the surrounding areas. It must not encroach on neighboring Limited Common Spaces.
 - G. Plantings must be kept contained within the limits of the Limited Common Space and not allowed to grow under fences into Common Area landscaping.
 - H. Plantings may NOT attach themselves to the siding or use the lattice patio fencing as a growing trellis. Be particularly careful to not let ground covers grow up the foundation wall, under the siding or into crawlspace vents. Plants found growing on Common Area structures will be removed by maintenance or landscape personnel following a seven (7) day notice to remove given to the owner/renter.
18. **WATERWAYS:** Disturbing wildlife, bird or fish habitat, fishing in or taking water from the water amenities is prohibited. Parents of small children should take all usual safety precautions near the waterways. Feeding of wildlife or waterfowl is specifically prohibited. Small bird feeders for song birds are permitted within an owner's limited common area, subject to regulation of size and placement by the Board or Association Manager.

Trimming of riparian growth bordering the waterway is prohibited.

19. **AIR CONDITIONING UNIT and DRYER VENT MAINTENANCE:** Routine maintenance and clean-out of the air conditioner unit serving an individual unit is the responsibility of the unit owner. Unit owners shall further inspect and clean out all clothes dryer vents.
20. **RENTAL UNITS:** Condominiums which are rented or leased shall possess a fire extinguisher and smoke detectors. The owner shall be responsible to ensure that said fire extinguishers and smoke detectors are serviced annually by a qualified service technician. The unit owner shall further inspect and clean out all clothes dryer vents. It is strongly recommended that carbon monoxide detectors be installed per the manufacturer's instructions. The gas furnaces and water heaters in our units make them particularly susceptible to carbon monoxide dangers.

21. **FIRE SAFETY.** All owners are encouraged to maintain in their unit fire extinguishers and smoke detectors which are serviced once a year. The Board encourages all owners to consider installing carbon monoxide detectors as well.
22. **MAINTENANCE:** The Association Manager may be contacted at any time during normal business hours. Maintenance contractors (landscape, security, etc.) serve under contract with the Board. The Association Manager and the Board provide subcontractor oversight. Homeowner concerns should be channeled through the Association Manager, a Board Member, or your phase delegate. Direct requests of subcontractors by homeowners are prohibited, and any costs to the Homeowner's Association resulting from unauthorized performance of work will be billed back to the homeowner making such request.
22. **REAL ESTATE SIGNS:** No more than one sign is permitted on the premises at any time. Signs are limited to 450 square inches (approximately 18 x 24 inches) and must include some kind of rider indicating the address of the unit. No part of the sign may be higher than three feet from the ground. The sign must be located at the front of the unit that is for sale, rent, or lease, and must face the building where the unit is located. Signs can be no further than three feet from the front of the unit unless that location is impractical.

Every effort should be made to shield signs so they are not visible from River Run Drive except one directional sign may be posted in River Run advertising a temporary "Open House". Streamers, flags, balloons, and other similar advertising or attention-attracting devices are prohibited.

23. **SATELLITE COMMUNICATION DISHES and HDTV UHF/VHF ANTENNAS:** The following rules regulate the installation and operation of dish antennas, less than 24 inches in any dimension, installed for the purpose of receiving satellite communications and the installation of HDTV UHF/VHF antennas.
- a. **Approvals:** No satellite dish or HDTV antenna shall be installed without the **PRIOR** approval of the Waterside Architectural Committee.
 - b. **Application:** Application for permission to install a satellite dish or HDTV antenna shall be made to a member of the Waterside Architectural Committee, who shall inspect the proposed installation location and the equipment intended for installation, to verify conformance with these Rules and the CC&Rs. The Architectural Committee Representative may contact the vendor/installer and may rely on their representations with respect to conformance with these Rules and the CC&Rs.
 - c. **Installation of Satellite Dish:** Only one satellite dish for each service provider shall be installed per building, if feasible, at the location approved by the Architectural Committee. This dish shall be suitable and capable of providing service to all the units of the building. The "satellite communication dish" installation shall include junction boxes, splitters or whatever other equipment is required to make its service available to all units of the building upon which it is to be installed. All residents of a building shall cooperate in the installation of the facilities required to make satellite communication service available to all units in a building.
 - d. **Installation of HDTV UHF/VHF Antenna:** Due to the size and design of these antennas, the current Board policy is to require these antennas to be located within the attic space of the unit. They are typically single user installations. If this installation location will not provide an acceptable signal, the Architectural Committee will review the type of antenna proposed and will work with the owner to see if an acceptable installation location can be found.
 - e. **Installation Cost:** The cost of procuring and installing the dish or antenna shall be absorbed by the resident desiring the service.

- f. **Ownership:** Ownership of the dish and associated equipment up to and including junction boxes or splitters will become the property of the Waterside Condominium Homeowners Association. Connectors, conductors and any other hardware originating at the splitter or junction box and terminating at the residents' receiver shall remain the property of the residents or service provider. HDTV antennas installed in an attic remain the property of the owner. If an antenna is allowed to be mounted outside the unit, the owner will remove the antenna when they move or no longer require it. Any abandoned antennas will be removed by the Association Manager and the cost of restoring the common area will be billed to the Owner.
 - g. **Maintenance:** Maintenance of the dish shall be the responsibility of the residents utilizing the dish. If the Waterside Board must take action to repair or remove a dish or antenna because it has become unsightly or inoperative because of lack of maintenance by its users, the Board may assess the cost of such repair or removal to the units to which it most recently provided service.
 - h. **Modifications:** No modifications to structures or landscaping shall be made to enable the installation and operation of a satellite dish or HDTV antenna except those required to affix the dish or antenna at the locations approved by the Waterside Architectural Committee.
 - i. **Noncompliant Installations:** All non-complying installations shall be removed immediately at the Owner's expense. The Owner shall have one week to remove the installation after notice is given of the violation. The Association Manager shall, after one week of non-compliance, contract with others to remove the dish or antenna, repair any damage to Common Property and shall invoice the Owner the cost of the removal and repairs.
24. **AIR CONDITIONING UNIT REPLACEMENT:** New air conditioning units are much more energy efficient and also much larger in size. Finding an acceptable location for a larger unit **requires that the Owner complete an Architectural Application** for review by the Architectural Committee. Every effort will be made to resolve the location issue as quickly as possible. In some cases, the Board may authorize participation in the cost of locating the unit in another place, less obtrusive than a replacement in the same location. If an Owner would like to meet with the Architectural Committee to pre-approve a new location, this can be arranged by calling the Association Manager's office.

Your Waterside Board of Directors sincerely hopes these rules will prove helpful. Despite the sometimes formal or preemptory language that is necessary to express the Rules and Regulations, the Board wants to be helpful in any way it can. The Board is composed of your neighbors who have volunteered their services in order to provide optimal enjoyment and preserved value of our mutual investment.

The primary function of the Board is administrative rather than enforcement; however, Board members, in fulfilling their stated responsibilities, must also enforce the CC&R's.

Neither the Association Manager nor the Board is an inter-neighbor mediation service. They will address violations of a River Run or Waterside CC&R or a Board-adopted Rule or Regulations. Please register your complaint with the Association Manager for further handling.

All homeowners are cordially invited to attend Board meetings, which are held quarterly at the River Run Recreation Center, 975 River Run Drive.