

**One Lakeside Condominium
Association, Inc.
RULES AND REGULATIONS**

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Introduction: Responsibility for Compliance

The Board of Directors of One Lakeside Condominium Association, Inc. ("Association"), has adopted the following Rules and Regulations which apply to the condominium project known as One Lakeside Condominiums ("Project"). It is the responsibility of all owners ("Owners") of Units, including the Short-Term Residential Sub-Unit, ("Units") in the One Lakeside Condominium Association Inc. ("Condominium") and, the tenants of such Owners ("Tenants"), the other residents ("Residents") of their respective Units and the guests of Owners, Tenants, and Residents ("Guests") (Owners and such Tenants, Residents and Guests being sometimes referred to in these Rules as "Occupants") to know and comply with the provisions of and amendments to (1) the Declaration of Covenants, Conditions, and Restrictions for One Lakeside Condominiums, ("CCRs"), (2) the Restated Bylaws for the One Lakeside Condominium Association, Inc ("Bylaws"), and (3) these Rules and Regulations for the One Lakeside Condominiums ("Rules"). These Rules are provided as a supplement to the Declaration of Covenants, Conditions, and Restrictions for One Lakeside Condominiums but are not meant to relieve any Occupant from the obligation to know and adhere to the terms and conditions of the CCRs. All Occupants must comply with any laws and regulations of local, state, and federal authorities now in force or which may hereafter be in force pertaining to the use of the Condominium. The capitalized terms used in these Rules that are not otherwise defined herein shall have the meanings given to them in the CCRs. When a quorum of the Board of Directors of the Association ("Board") members is present, a majority of those present during a Board meeting may vote to allow written exceptions to these Rules in extraordinary circumstances as determined by the Board.

As used herein, the term "Owner" means the Owner of any Unit (as defined in the Declaration), whether in residence or not. The term "Resident" means anyone occupying or living in any Residential Unit or Short-Term Residential Sub-Unit other than a Visitor; this includes the Owner(s) and their families in residence or any Tenants of a Residential Unit including Tenants in the Short-Term Residential Sub-Units. As used herein, the term "Visitor" means any guest, invitee, licensee, or other Visitor of an Owner or Resident.

Unless the context indicates otherwise, each Rule and Regulation set forth herein shall apply with full force and effect to the individually owned Residential Units, the Short-Term Residential Sub-Units, the Commercial Unit, and all Occupants of the same.

These Rules and Regulations may be modified from time to time by the Board, in its discretion as it deems necessary, to promote the safety and welfare of the Owners, Residents, and Visitors. Owners and Residents should also familiarize themselves with the Declaration and the One Lakeside Condominium Association, Inc. Articles of Incorporation and Restated Bylaws.

The Management Team, defined as employees of the contracted Association Property Management Company (also referred to herein as "Property Management" or "Property Manager"). The building staff of the Management Team are responsible for ensuring all Residents and Guests are accountable to these Rules/Regulations and to take corrective actions, as appropriate, when they are violated. The Management Team is also responsible for communicating violations to the Board, providing notification of actions to be taken, and ensuring Board approval/agreement is received when required. Given our communal environment, Residents may see things that the Management Team may be unaware of and therefore are encouraged to bring any safety concerns, maintenance issues, or rule violations to the attention of the Management Team so they may take the appropriate action.

Section 1: General Rules

1.1 Communications

All communications regarding the condition and operation of the Association and any concerns regarding these Rules, including any changes requested, shall be directed to the Board or the Property Management Company or their on-site staff, retained by the Association.

1.2 Rule Violations

Violations of these Rules shall be subject to Article 6.5.1 of the CCRs pursuant to the Board's full discretion therein. Under this Article, voting rights and the right to use the amenities may be suspended if an Owner is in violation of any of the governing documents.

1.3 Prohibition of Illegal/Commercial/Transient Use

No illegal use shall be made of the property in the Condominium or surrounding property (collectively, the "Property"). Except for the retail, commercial, business, or professional use of the designated commercial Condominium Unit ("Commercial Unit") and the Short-Term Residential Sub-Units, CCR Section 8.1 prohibits the use of a Residential Unit for any purpose except for single-family residential purposes, by the Owner and his or her family, or by a single-family Tenant, and their Guests and Invitees. Units may be used for home-based businesses providing that they are not evident from outside the Unit, do not disrupt other Residents, do not create a nuisance, and do not result in a substantial increase in building traffic or increase in building insurance premiums. In accordance with the CCRs, Section 8.11, prohibiting the short-term leasing of a Unit, no commercial or transient use may be made of any Unit or common element/area in the Condominium. Commercial/transient use may constitute a violation of the Association insurance policy and individual homeowner insurance policies. It shall be considered a violation of these Rules and the CCRs for any Owner to use or allow the use of their Unit or one or more rooms in their Unit for:

- the short-term leasing of a Unit for any length of time less than one (1) year other than that which complies and is permitted in Section 8.11 of the CCR's;
- the leasing of a unit for overnight rental, a hotel, an "Airbnb" "VRBO" or similar platform;
- the use of a Unit by a third party for any duration in exchange for the Owner's use of another property (vacation home exchange), regardless of whether any monetary value is received;
- any other such transient purpose or use of the Unit and as determined by the Board or Property Management to constitute commercial use;

Violations will be subject to the fines detailed in the Rules and Regulations, Section 15, and restriction of amenity privileges as stated in Section 9.6. Owner accounts will be classified as in violation and not in good standing with the Association until the violation has been remedied and any fines paid in full. Proof of remedy to resume good standing is the burden of the Owner and may require documentation, such as screen screenshots confirming deletion of any advertising or marketing of the Unit for uses considered by the Association to be commercial. Any refusal to provide documentation will result in the account remaining in violation of the Rule.

1.4 Occupancy

The total number of persons, over the age of 24 months, residing in any Residential Unit, at any one time, shall be no more than two times the number of bedrooms in the Unit. The number of

bedrooms in a Unit is determined by the Survey/Plan. The term bedroom does not include dens. The total number of persons, over the age of 24 months, residing in any Short-Term Residential Sub-Unit at any time, shall be no more than the published occupancy limit as represented on the One Lakeside Hotel website or printed materials.

1.5 Home Office

Subject to the Declaration and Bylaws, an Owner may have a "home office" in a residential Condominium Unit ("**Residential Unit**") from which the Owner conducts some of his or her business affairs, so long as the Unit is not open to the public and does not involve the use of the Unit by non-resident employees. Such use may not be allowed to constitute a nuisance or unreasonably interfere with other Residents' safe, private, and quiet enjoyment of the Property.

1.6 Real Estate Marketing/Open House Guidelines

Auctions and open houses involving the Residential Units are not permitted without the prior consent of the Property Management Company. All auctions or open houses must comply with and be conducted in accordance with any Real Estate Marketing/Open House Guidelines adopted by the Board or as required by the State of Idaho and amended from time to time. No exterior or interior signage is permitted regarding auctions or open houses at any time. All persons viewing an open house must sign with the Property Manager's on-site building staff and be escorted from the lobby to and from the Unit by a licensed real estate agent.

1.7 Responsibility for Conduct Residents/Tenants/Guests

Each Owner is obligated to fully advise any Resident in or Tenant or Guest of its Unit of the terms and provisions of the CCRs, the Bylaws, and these Rules that apply to the Resident's, Tenant's, or Guest conduct. Owners and Tenants are always responsible for the conduct and any subsequent fines of their Guests, contractors, invitees, and licensees and for assuring their compliance with the CCRs, the Bylaws, and the Rules and Regulations.

1.8 Building Security

Each Unit shall be issued four (4) key fobs. If a fob is lost, Owners are asked to notify Property Management immediately so that the lost fob can be deactivated and a replacement issued. Replacement fobs will incur a charge of \$50 billed to the resident account. Key cards will only be issued to Guests of Owners who register with the on-site Building Property Manager. To ensure building security, key cards are only active for two (2) weeks. If an Owner has a friend or family member who requires a new key card and the resident will not be present, it is the responsibility of the Owner to leave a complete Permission to Enter (PTE) form with the Property Manager.

1.9 Off-Limit Areas

No Owner, Resident, or Guest shall at any time enter or attempt to enter upon the roof of the building, or the building mechanical rooms and closets.

1.10 No Unreasonable Interference of Use or Enjoyment

No activity shall be conducted on any part of the Property that shall unreasonably interfere with the use and enjoyment of any other parts of the Property by Owners and their Guests.

1.11 Noise

Residents shall be mindful at all times not to disturb others with excessive or unreasonable noise, including noise from radios, televisions, stereos, etc., gatherings, and parties. Noise associated with

construction and remodeling shall not begin before 8:00 a.m. and must be completed by 5:00 p.m., Monday through Saturday. Construction and/or remodeling are not permitted on Sundays. For further specifics on noise please see Section 5 of the Rules.

1.12 Owner Absences

Any Owner or Tenant intending to be away from home for more than a week should arrange to leave with Property Management or Management's designee a phone number where he or she can be reached, or the name and number of the person having a key to the Unit, in case of emergency. If an Owner's vehicle is left in the parking garage while the Owner is away for an extended period, a key to the vehicle must be left in the Unit where it is accessible by a member of the Management Team, only when authorized by the Owner, in the case vehicles need to be moved from the parking garage for garage cleaning or repairs. If a key is not left or an owner has not made arrangements with a third party to have their car moved, Property Management reserves the right to have the car towed if necessary.

1.13 Authorized Entrance

Guests, delivery personnel, employees, etc., will not be admitted to a Unit without prior authorization by the Owner or Tenant. Owners are responsible for completing and submitting the Permission to Enter (PTE) form to Property Management authorizing entry of a third party. In the event of an emergency, as determined by the Management Team, a member of the Management Team, appropriate local authorities, or technicians as needed to address emergency situations (e.g., fire department, utility technicians, etc.) may enter any Unit without prior notice.

1.14 Smoking

One Lakeside is a wholly non-smoking property per the CCRs, Section 8.13. No smoking shall be allowed in any Residential Unit, Short-Term Residential Sub-Unit, Common Area of the Condominium, including the parking garage and the balconies of Residential or Commercial Units, or any other location on the property. The common areas refer to any and all parts of the Property that are outside of any Unit boundary ("Common Areas" are referred to as "Common and Limited Common Elements" in the CCRs). No smoking shall be permitted within 25 feet from the building entrances, or the maximum distance allowed by law. This restriction also applies to cigarettes, cigars, vaporizers, marijuana, water pipes, and other such devices.

1.15 Firearms

No firearms (including air guns) are to be fired on the Property. Fireworks use in any form is prohibited at any time in any area of the Property. Firearms must be properly licensed and stored in Units. The carrying of a loaded firearm in any common area is prohibited.

1.16 Illegal, Hazardous, or Flammable Materials

No illegal, hazardous, or flammable materials that may result in the cancellation of insurance on the building or its contents may be stored in any Unit, on any deck or balcony, parking space, or storage area except for reasonable quantities of common cleaning and household supplies.

1.17 Hobby Businesses

No personal hobby or businesses involving power tools, construction equipment, or other such devices that cause any nuisance, vibration or noise that may be felt or heard in any other Unit may be conducted in any Unit.

1.18 Recreational Equipment Storage

Except for storage in specified areas determined by the Board and Property Management, bicycles, skateboards, roller blades, kayaks, paddle boards, ball-playing or any other recreational equipment and the like including any personal property are not allowed in hallways, stairwells, sidewalks, elevators, garages, or the entryways of the Condominium and the buildings comprising the Condominium, on the roof, or in the driveways, paved areas or landscaped areas of the Condominium. Bicycles must be stored and locked in designated bicycle racks or bicycle storage rooms. Bicycles must be registered with the property manager to be stored in the Condominium bike racks. Guests of the Short-Term Rental Sub-Units may not store recreational equipment or other personal belonging in Resident-designated storage areas.

1.19 Assigned Storage

Assigned storage units and their contents are the responsibility of the Owner/Tenant. Food or other perishable items are strictly prohibited from being stored inside any storage unit at any time. Wine is permissible. Per the CCRs, Article 8.14, in no event shall the Assigned Storage Spaces be used for the storage of any hazardous materials or any other noxious, toxic, or odorous substances. All storage units—both assigned and unassigned—should be locked at all times, whether or not items are stored inside. No Owner/Tenant may store items, even temporarily, outside their storage unit.

1.20 Responsibility for Personal Property

Agents and employees of the Association or Property Management are not responsible for personal property left in their care or custody.

1.21 Unmanned Vehicles

The operation of unmanned aerial vehicles or remote-control vehicles (including, but not limited to, drones) on or from the private property of One Lakeside Condominiums is expressly prohibited unless authorized in advance in writing by the Property Manager for specific business purposes, such as marketing for the Short-Term Residential Sub-Unit.

1.22 Courtesy Carts

Courtesy carts available for resident use are located on the garage levels. All such carts must be returned in a timely manner by Owners/Tenants to their assigned location immediately after use. No carts may remain in a Unit or storage unit overnight.

1.23 Securing Windows and Doors

Residential Unit and Short-Term Residential Sub-Unit doors opening onto the public corridors and building entry doors will be kept closed and secured at all times, except when in use. Windows and patio doors must be closed and properly latched during heavy rains and high wind events.

1.24 Confidentiality of Owner/Resident Information

Homeowner and resident personal information will not be disclosed by the Property Management company without the permission of the Resident. This includes phone numbers, email addresses, and similar personal information.

Section 2: External Appearance and Common Elements

2.1 Responsibility for Damages

The cost to repair any damage to any portion of the Condominium that is caused by an Owner, the Occupant of such Owner's Unit, or such Owner's family member, guest, agent, or employee shall be the responsibility of such Owner. No Owner, Resident, or Visitor shall interfere in any manner with the heating, cooling, hot water, lighting, or similar apparatus located in the Common Area or Limited Common Area.

2.2 Windows and Window Coverings

The portion of any draperies, curtains, blinds, or other window coverings visible from the outside of any Unit **must** be white or off-white and shall be consistent with and may not detract from the architectural design of the Condominium as determined by the Board. All window coverings or treatments visible (day or night) from the exterior of the Unit must be reviewed and approved by the Board before installation. Direct application of window film tinting by individual owners is prohibited on all interior and exterior glass components.

2.3 Unsightly Conditions

No unsightly condition shall be permitted in, on, or around the Property, the Units, parking stalls, balconies, or the Common Area of the Condominiums or Short-Term Residential Sub-Unit. Unsightly conditions include, but are not limited to:

- a. Litter, trash, empty boxes, or other debris
- b. Broken or damaged furniture
- c. Dead plants, sports/outdoor gear, weightlifting or other equipment
- d. Mats or other items to capture minor leaks in parking spaces that do not comply with Association guidelines and have prior approval

2.4 Common Hallways

The common hallways may not be used to store or park any items, including, but not limited to shoes, carriages, strollers, carts, bicycles, or toys. Nor shall they be used to display any form of décor, including but not limited to plants (real or artificial), Unit door decorations, or holiday décor of any kind except for appropriately sized and installed wreaths, which will be allowed from November 15 – January 15. Owners and Residents shall not be allowed to put their names in any entry or corridor, or other Common Area or Limited Common Area. Owners, Residents, and Visitors shall not loiter or play in any Common Area or Limited Common Area not specifically designated as a play or recreation area. Nothing may be removed from, changed, or placed in the Common Areas without the prior written consent of the Board of Directors.

2.5 Personal Possessions

Personal possessions of Owners or Residents may not be abandoned or stored within Common Areas. If personal items are left in the Common Areas, they may be disposed of at the discretion of Property Management at the Owner's or Resident's expense.

2.6 Maintenance of Units

Each Owner and Tenant shall maintain and keep his/her Unit in good repair and a neat, clean, and sanitary condition at all times in accordance with the CCRs, Article 8.7. The water, plumbing, and disposal apparatus in each Unit shall not be used for any purpose other than that for which they were constructed. No rubbish, rags, newspapers, ashes, or other substances shall be thrown therein. If any damage to the property of others, including the Common Area or Limited Common Area, results from the misuse or neglect of such facilities or the misuse or neglect of any heating, cooling, or electrical apparatus or facility, the cost of repairing the damage shall be borne by the Owner of the Unit in which the damage originated.

2.7 Holiday Décor

The Board has established the following Holiday Décor guidelines concerning decorations, lights, and trees.

- a. Lights on balconies are permitted but must be white, not excessive, and are allowed only for the holiday season, which is defined as the Monday before Thanksgiving through New Year's Day. Holiday lights must be removed no later than January 15th. Lights may only be mounted on balcony railings and may not be attached to the building or balcony ceiling. No other decorations are permitted on balconies.
- b. Live trees are allowed, but any resident that will be putting up a real tree must inform the on-site Building Property Manager to ensure that the Management Team is aware in the event of an emergency
- c. Residents are 100% responsible for cleaning up any needles left in the common areas due to the transport of their trees. Residents are responsible for any damages to the Common Areas that may occur due to the transport of their tree
- d. Any that will be away from their Unit for more than 5 days, must take down and properly dispose of their tree prior to their absence
- e. Tree lights must be turned off when a Resident is not present
- f. Trees may not be left in the garbage rooms. Residents must transport the trees off the property or utilize a tree pick-up service when one has been coordinated by the Property Management Team. Tree pick-up service fees will apply.

Section 3: Automobiles/Parking Garage

3.1 Assigned Parking

Owners and Tenants shall park only in the marked and numbered parking stall(s) assigned to their respective Units. Parking of any vehicle in an unmarked stall, in another Owner's assigned space without their express permission, or blocking access to another assigned parking space is prohibited. Owners are required to register their vehicle information, including make, model, and license plate number, with Property Management. This information must be kept current at all times. Improperly parked or unregistered vehicles are subject to towing without notice at the vehicle owner's sole risk and expense. In addition, fines may be imposed without notice by the Board or Property Management for parking violations that are not immediately remedied or are recurring in nature.

3.2 Guest Parking

There are no Condominium guest parking spaces in the residential garage. However, permission may be obtained from an Owner or Tenant for its Guest or contractor to park in that Owner's or Tenant's stall(s). All guest vehicle information, including make, model, and license plate number must be registered with Property Management and display an official One Lakeside Guest parking tag. Vehicles not displaying a registered tag may be towed at the Owner's expense.

3.3 Safety in the Garage

Awareness of others and their personal vehicles is necessary to ensure safety. Any incidents regarding damage to another vehicle or property should be reported to the Property Manager immediately.

3.4 Only Operational Vehicles

Only operational vehicles, including automobiles, motorcycles, and mopeds, may be parked in the parking spaces and nothing may extend over the inside lines or the length of a marked and numbered parking space. Exceptions on the inside lines can only occur if prior arrangements are made and mutually agreed upon by both affected Owners and/or Tenants and written notice is submitted in advance to Property Management. No buses, trucks (greater than one ton, GVW), trailers, boats, or recreational vehicles, will be parked in any parking areas, or driveways.

3.5 Storage in Garage

The storage of anything other than operational vehicles in the parking areas is prohibited. Installation of any tire stops, or additional stall markings must comply with the Association guidelines and be approved by Property Management.

3.6 Car Maintenance in Garage

Car maintenance in the parking areas is prohibited. Leaking vehicular fluids, dirt, mud, etc. attributable to a vehicle parking in the garage is the responsibility of the Owner or Tenant to clean up or pay related costs of clean-up.

3.7 Washing of Vehicles in Garage

Washing of vehicles by Owners, Residents or their designees within the parking garages is prohibited.

3.8 Installation of Electrical Service in Garage

The installation of any electrical service within the garage to serve the needs of trickle-chargers, charging stations, etc. is subject to the prior written approval and requirements of the Board, in the Board's reasonable discretion. Such installation is solely at the Owner's expense and must first be fully permitted by the City at the Owner's sole expense and such construction work shall be performed by a qualified and licensed contractor, approved by the Board, who must obtain a liability insurance certificate with limits as set out herein, naming the Association as additional insured. The electrical service may require sub-metering and payment by the Owner of related charges as assessed by Property Management or the Board. Owners who have installed electrical service (EV or other) in the garage must hang/store cables, connections, and wires neatly when not in use.

Section 4: Pets

4.1 Pets Posing Nuisance or Danger

Specific pets determined to be a nuisance or dangerous, or potentially dangerous, may be required to be removed. The Board may further restrict the number of pets.

4.2 Number of and Types of Pets Allowed

Allowed pets shall be limited to no more than a total of two (2) dogs or two (2) domestic cats, or a combination thereof (but not to exceed two total) shall be allowed in a Unit. Domestic birds and fish shall be permitted so long as such animals are kept in the interior of a Residential Unit and are kept as

household pets, are not so excessively or unreasonably noisy as to disturb the quiet enjoyment of any Owner or Resident, and are not kept in unreasonable numbers as determined by the Board. Any other types of pets must have the express written permission of the Board and Property Management, which permission will be in the sole discretion of the Board. No animals will be kept, bred, or maintained for commercial purposes in any Unit.

4.3 Unattended Pets in Common Areas

No pets shall be let loose or left unattended within the Common Areas. Pets must be on a leash or in a carrier and accompanied by an Occupant at all times except when in Units.

4.4 Licensing of Pets

All pets will have all licenses and vaccinations as required by law and will also meet all other requirements of Idaho, Kootenai County, and local statutes, ordinances, and regulations. Proof of such licenses and vaccinations will be furnished to the Board or Property Manager upon request.

4.5 Responsibility for Pet Actions

All Owners are responsible for the actions of their pets and the pets of the other Occupants of their respective Units. Guests of Occupants may bring permissible pets onto the Property but are subject to all pet-related Rules. Occupants are responsible for their Guest's pet(s). Owners and Guests shall indemnify, defend and hold the Association, Property Management, Board and all other Owners free and harmless against any loss, injury, claim or liability of any kind or character whatsoever arising from or growing out of having any animal or pet on the Property.

4.6 Responsibility for Cleaning Up After Pets

Occupants are responsible for cleaning up after their pets. Pets are expressly NOT allowed to relieve themselves on the Coeur d'Alene North Condominiums lawn or any other Common Area of the Project. Pet waste, other than double-bagged kitty litter, may not be sent down the trash chute. No pet waste may be disposed of in interior garbage cans in the garage lobby or any other area of One Lakeside. Owners and Guests should also be mindful of City of Coeur d'Alene ordinances with respect to pet clean-up.

No kitty litter should be flushed down toilets. Unbagged kitty litter may not be sent down trash chutes.

If a pet has an accident on the elevator or any other Common Area, the Owner or Guest is responsible for immediate clean-up or notifying a member of the staff for assistance.

4.7 Pet Noise

Occupants are responsible for keeping pet noise to a minimum. If a dog or other animal becomes a nuisance or unreasonably disturbing to other Owners or Tenants by barking or otherwise, the Owner of such animal shall correct the problem and if not corrected, the Owner or Tenant, upon written notice from the Board, shall be required to attend a hearing with the Board.

4.8 Prohibited Areas for Pets

Pets are not permitted in the following amenities areas for health and safety reasons: the gated Spa area, Fitness Center, Club Room, or Conference Room. Pets are not allowed on any Common Area furniture, including that of the rooftop decks. The COA complies with Idaho law related to service animals. Owners with service animals are asked to register them with the Management Team so staff can be aware of which animals are exempt from the prohibited areas rule.

Section 5: Noise

5.1 Noise Complaint Evaluation

Noise complaints will be evaluated by the Board and/or Property Management. If a complaint is determined to have validity, Owners will be required to cooperate with noise abatement measures at the expense of the Owner. In the case that there is an ongoing dispute, The Board may hold a hearing to address the matter with the Owner and impacted neighboring units. Fines and potential further action by the Board will be as proscribed in the governing documents.

Section 6: Unit Balconies

6.1 Smoking

Under the CCRs, Article 8.13, smoking is prohibited anywhere on the One Lakeside Condominiums property, including both on Unit balconies and within individual Units.

6.2 Clutter

- a. In accordance with the CCRs, Article 8.7, Unit balconies must be kept neat, free of clutter and/or unsightly conditions, and not used for miscellaneous storage visible unsightly conditions and/or clutter include, but are not limited to:

- Hanging of rugs, clothing, towels, laundry, etc.
- Storing or parking of bicycles, etc.
- Storing of pet supplies, such as food, bedding, crates/carriers, or sod pet runs/litter boxes
- Athletic or weightlifting equipment, toys, etc.
- Boxes, litter, trash, or other debris
- Broken, damaged, or abandoned furniture
- Dead plants or damaged planters
- Holiday décor, such as inflatable objects (e.g., Santa or artificial snow) or lights anywhere on the balcony, other than as specified by the Holiday Décor Rule, Article 2.7.

6.3 Falling, Dropping, Throwing Items

Occupants must use extreme caution to ensure that nothing falls, is blown, is dropped, or is thrown from any part of the Property. This includes trash or any other items. All items on the balconies must be secured in such a way as to prevent accidental dislodgement during a windstorm. Owners are responsible for any damages caused by violations of this rule and may be subject to legal action for any willful acts of negligence that create a safety hazard for the Occupants of One Lakeside, pedestrians, or neighboring buildings.

6.4 Patio Furniture

Patio furniture may be placed on the balconies provided such furniture is not excessively or unreasonably heavy, is maintained properly, is not unsightly and will not cause any structural damage to balcony and patio areas. Caution and judgment must be used for any light items that may be blown over the side in strong winds and Owner's and Residents shall indemnify, defend and hold the Association, Property Management, Board and all other Owners free and harmless against any loss, injury, claim or liability of any kind or character whatsoever arising from any unsecured item blowing over and falling from a

balcony area. For safety reasons, no awnings, patio umbrellas, shades/screens, or other such items are allowed on the balconies.

6.5 Reception Devices

To maintain the uniform appearance and aesthetic value of One Lakeside, Owners and Residents shall not mount or erect any external antenna, satellite dish, tower, or similar device for radio, television, or other reception ("Device") in or on the Property.

6.6 Water/Snow

Other than from natural causes, no water may be allowed to drip from balconies. Care must be taken while cleaning balconies and in-plant watering to prevent dirt or water from running onto balconies. Balconies must be cleaned in a manner that will not cause any impact on other Residential Units and/or their balconies. Pots and planters are permitted but must be self-contained and must catch all irrigation water. Occupants who allow water to drip from their balconies are responsible for the cost of cleaning or repair of all affected areas and any other consequential damages.

Occupants may not remove snow from balconies by throwing it from the balcony or using water or chemicals to melt it.

6.7 Bird Feeders

Bird feeders are prohibited on the balconies.

6.8 Barbeque Grills

Barbeques may be placed on balconies subject to these Rules. Barbeques may not protrude from any balcony. Gas barbeques may be used only when connected to natural gas outlets. Electric and propane barbeques may be used. No new or additional electrical or gas outlets may be installed. Barbecues must be covered with black covers when not in use. All other barbeque fuel sources are **NOT** permitted (e.g., charcoal, wood, wood chips etc.). No charcoal barbecues, deep fat fryers, smokers of any kind, permanently affixed ("built-in") barbecues or any other form of barbecue not described herein is allowed on the balconies. Grills may not be placed directly against the building due to fire hazard from heat and must not be left unattended when in use. Items identified in violation of this rule will be required to be removed immediately and without notice. Due to the extreme safety hazard and impact on the building insurance policies posed by violating items, if an owner does not remove the item promptly when notified, Property Management may notify municipal fire officials if deemed necessary.

6.9 Audio Speakers

No audio speakers may be installed or permanently placed on the balconies. Owners or Occupants of the Short-Term Residential Sub-Units using portable speakers on balconies shall not cause excessive or unreasonable noise from such use, must be respectful of other Owners and are subject to the noise guidelines contained in the Rules and CCRs.

6.10 Items on Exterior Walls, Windows, Railings, or Doors

According to the CCRs, Article 4.1, no items may be hung from the walls, windows, railings, or doors of any balcony. Such prohibited items include but are not limited to, wreaths, garlands, banners, signs, flags, or chimes. Exceptions to this rule include the American flag, being appropriately displayed, fully within the confines of the Unit balcony, and not exceeding 3 ft by 5 ft in dimension. Flags/flag poles may not be mounted or attached to the railings or the building exterior. Temporary appropriate seasonal Holiday lights may be displayed but must be white and comply with the Holiday Décor Rule in Article 2.7.

6.11 Items in Excess of 50 Pounds

No planting, furniture, decorations, personal property or other individual item of décor or furniture weighing more than 50 pounds, other than a barbecue grill, may be placed on a balcony without the prior written approval of the Board, which approval will be in the Board's sole discretion and may include a review of weights for conformance with load limits. Residents must not exceed any reasonable load limits that may be established by the Board from time to time.

6.12 Surface Alternations

The surface of any balcony or railing may not be altered in any manner. This includes but is not limited to any form of deck covering, other than a rug expressly designed for outdoor use or materials required for accessibility.

6.13 Pets and Children

Unsupervised pets or children are not permitted on balconies at any time.

Section 7: Garbage

7.1 Responsibility for Garbage

Each Occupant is responsible for his/her own garbage/recycling. All loose garbage must be properly wrapped and tied in a disposable sack or bag and deposited in the garbage/recycling chute located on the Occupant's floor or other container identified for such purpose. Garbage is not to be left on or near garbage receptacles.

7.2 Disposal of Large Items

Items such as furniture, etc., must be hauled offsite by the Occupant and may not be left in the trash room without the written permission of the Property Manager. In the case that such permission is granted, fees may apply and be assessed to the Occupant by the Property Manager.

Holiday Trees must be disposed of in compliance with the Holiday Decor Rule, Article 2.7.

7.3 Cardboard Boxes

No cardboard boxes are to be put in the trash chutes at any time under any circumstances. This includes pizza boxes, large pieces of cardboard, flattened or folded boxes, whole boxes, etc. Residents must break down and flatten cardboard boxes and place them directly in the appropriate recycling bin on Floor 2R.. No large or bulky items are to be disposed of via the trash chutes. Objects that can become wedged or clogged in the chute can cause problems and result in expensive repairs.

7.4 No Vendor Trash

Only Residents' trash, recycling, and any other waste may be placed in the Resident dumpsters. Residents must ensure that all Vendor trash, recycling, and any other waste is removed from the site by the Vendor.

Section 8: Signs/Solicitations/Salesmen

8.1 Signs

All signs must be approved by the Board and Property Management and must comply with the CCRs, Article 8.10.

8.2 Solicitation and Sales

Except in the Commercial Unit, no sales or solicitation of any kind are allowed in the Condominium without the express permission of The Board and Property Management.

Section 9: Use of Amenity/Recreational Areas

9.1 General Amenity/Recreational Areas

- a. All persons using the Amenity and Recreational Areas do so expressly at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident, or injury in connection with such use. Owners, Residents, and Visitors are responsible for complying with recommended health and use restrictions on facilities and equipment, as well as city ordinances and state laws.
- b. The Amenity and Recreational Areas on the sixteenth (16th) floor Club Level consists of the Club Room, Fitness Center, Spa, Outdoor Deck, and Conference Room and are for the use and convenience of the Owners, Residents, and their Guests. Owners who are not in good standing with the Association (e.g., have outstanding Rule violations or past-due assessments) may have their privileges suspended until their good standing with the Association has been reinstated.
- c. Occupants of the Short-Term Residential Sub-Units may use the Club Room, Fitness Center, Spa, and Outdoor Deck provided that they have acquired an Amenity Pass and are wearing the wristband provided by the Front Desk staff of the Residential Sub-Units per the terms and conditions as contained herein. Amenity Passes shall be made available to tenants of Short-Term Residential Sub-Units at the sole discretion of the Short-Term Master Unit Owner and all such Amenity Passes issued to Residential Sub-Unit occupants shall be registered by the Front Desk staff of the Residential Sub-Units with the Property Manager on a daily basis. The Board and Property Manager may impose a fee or additional terms of use for each such Amenity Pass issued to reimburse the Association for the expense incurred by the Association for oversight, cleaning and maintenance of the Recreation Areas. Amenity Passes shall be limited daily to a number mutually agreed upon by the Board and the Short-Term Master Unit Owner, so as not to interfere with the Owners' rights of enjoyment of the amenities. The Front Desk staff of the Residential Sub-Units shall not have the discretion to change the limit without the prior permission and approval of the Property Manager and the Board.

Amenity Passes, for amenities other than the Fitness Center, shall not be provided on the 4th of July, Friday after Thanksgiving, New Year's Eve, or during other significant events where the Club Level may be in high demand by Owners and their Guests.

Amenity Passes and the privilege associated therewith may be revoked without notice for any violation of these Rules and Regulations. Occupants of the Short-Term Residential Sub-Unit under the age of eighteen (18) are not allowed use of the sixteenth (16th) floor Club Level. Pets of Occupants of the Short-Term Residential Sub-Unit are not permitted anywhere on the Club Level.

- d. All Guests of Owners using the Club Level, when not accompanied by an Owner, must register with the on-site Building Property Manager and will be issued a wristband that must be worn while using the Club Level amenities.
- e. Any Owner, Resident, or Guest violating the One Lakeside Condominiums smoking policy will be reminded of the rule and may have their privileges of use of the amenities revoked if the violation continues or recurs.
- f. No underage drinking is permitted on the Club Floor. Underage drinking will result in immediate

dismissal from the Club Level and potential intervention by local authorities.

- g. Owners are asked to report any concerns to Property Management or the Board and will refrain from directly confronting anyone who be in violation of amenity Rules as stated herein.

9.2 Spa Area

The "Spa Area" is defined as the entire gated area in and around the spa.

- a. All Residents, Tenants, and their Guests must comply with all posted Rules in the Spa Area. Repeated or serious offenses may result in the suspension of Amenity privileges.
- b. Hours are from 7:00AM to 10:00 PM on Sunday through Saturday. The Board may determine, in conjunction with the Owner of the Short-Term Residential Sub-Units, and change from time to time the hours during which the Spa Area is available for use.
- c. No pets are allowed in the gated Spa Area at any time.
- d. Users are asked to be mindful of noise and potential disruption to neighboring units.
- e. All users shall use the Spa Area at their own risk.
- f. The Board and Property Management reserves the right to limit the number of Guests by any individual Owner in the spa at any given time.
- g. Due to health and safety needs, pets are forbidden in and around the gated Spa Area. In the interests of health and safety, no persons under eighteen (18) years of age are permitted in the Spa Area.
- h. NO GLASS OF ANY KIND IS ALLOWED IN THE SPA AREA
- i. Proper swimwear is required to utilize the Spa area. Thong-type swim bottoms are not permitted. Users are also asked to wear appropriate attire to and from the Spa area (e.g., robes or towels) and to ensure that they dry off sufficiently after use to not drip water on the interior carpet or in the elevators.
- j. No music is allowed that would unreasonably interfere with the use and enjoyment of others using the amenity or is considered offensive.

9.3 Fitness Center

- a. Only Owners, Residents, and their Visitors may use the Fitness Center. All users of the Fitness Center must comply with all Rules and Regulations of the Association. Owners are responsible for the actions of Residents and Visitors. Repeated or serious offenses may result in the suspension of Amenity privileges.
- b. Hours are from 7:00 AM to 8:00 PM and are strictly enforced due to noise disruption experienced by neighboring Units. The Board may determine, in conjunction with the Owner of the Short-Term Residential Sub-Units, and change from time to time the hours the fitness center is available for use.
- c. In the interest of health and safety, persons under the age of sixteen (16) are not allowed in the Fitness Center. Any person under the age of eighteen (18) using the fitness center must be supervised by an adult at all times.
- d. Any Owner or Tenant may invite no more than two (2) Guests per Unit to the Fitness Area at any given time.
- e. Users must wear appropriate exercise attire (for example flip-flops, bare feet, sandals, and