

- swimwear are not considered appropriate).
- f. Out of consideration for others using the amenity, headphones must be used when listening to audio.
 - g. Users must limit time on equipment to 25 minutes when others are waiting to use the equipment.
 - h. Users must clean the equipment after each use. Users are responsible for the clean-up of any spills.
 - i. Food, glass containers, and alcoholic beverages are prohibited in the fitness center.
 - j. Free weights are to be returned to the rack after usage. Do not drop or slam weights, this creates a noise disturbance to the Units below the fitness center.
 - k. Personal belongings should be removed upon departure from the fitness center. The Association is not responsible for loss or damage to personal property.
 - l. Due to health and safety needs, pets are not permitted in the Fitness Center.

9.4 Club Room and Rooftop Deck

- a. Unless otherwise reserved, the Club Room and Rooftop Deck will be available for use from 7:00 AM to 10:00 PM Sunday – Saturday. The Board may determine from time to time the hours Club Room and Rooftop Deck are available for use, any fees or deposits for use, and any reservation policy.
- b. No music is allowed on the outdoor deck that would unreasonably interfere with others' enjoyment of the amenity or be considered offensive.
- c. No sleeping is allowed in the Club Room.
- d. Due to safety concerns, persons under the age of eighteen (18) are not allowed in the Club Room or on the Rooftop Deck without Adult supervision.
- e. Occupants of the Short-Term Residential Sub-Units may use the Club Room with an issued Amenity Pass, but may not use the kitchen, invite visitors not staying in the Short Term Residential Sub-Units or take over substantial control of the Club Room in a manner that prevents or discourages others from using it.
- f. No structures may be erected on the outdoor rooftop deck due to the potential hazard created in the event of wind.

9.5 Reservations Policies and Procedures for Private Events and Amenity Areas

- a. Owners and Tenants, who are in good standing with the Association (e.g., no outstanding violations or past due assessments), may reserve the use of the Club Room through the Management Office. The Association reserves the right to refuse the use of the club room for any event. Occupants of the Short-Term Residential Sub-Units may not reserve the Club Room for any reason. In no case may an external third-party reserve or use, or an Owner reserve on behalf of a third-party, the Club Room without the express written permission of the Board and Property Management
- b. The Club Room may be reserved for exclusive use/activities or special events at the sole discretion of the Association and at a cost/fee to be determined by the Association and specified in the One Lakeside Condominium Association, Inc. Club Room Rules and Resident Agreement that must be completed prior to the reservation being finalized. The requesting

Owner or Resident will be required to provide the appropriate security deposit and/or fees before the event. Owners will be provided with additional literature governing the use of the club room and checklists for cleanup

- c. Owners or Tenants reserving the club room agree that they personally will use, and be present in, the club room during the allowed and reserved hours. Any Owner or Resident who reserves the club room agrees to assume full responsibility for any damage to the club room, adjoining Common Area or Limited Common Area, furniture, and equipment
- d. Reservations are for personal, private events only. The Club Room shall not be used for the profit of an Owner or commercial events, other than charitable 501 (c) organizations and in which case the Owner must host the event and such event must first be registered with and approved by the Property Manager.
- e. All event activities will be confined to the club room and preparation area only. The outdoor rooftop deck or spa may not be reserved nor is the setup of any component of the event allowed in the outdoor areas. Private events may not prevent or unreasonably interfere with the use and enjoyment of the rooftop deck or spa by other Owners and Guests
- f. Guests of private events shall not be provided with key access to the elevators and must be fobbed up by the staff or escorted by the Owner
- g. Owners are responsible for ensuring that their Guests are aware of the Rules, including, but not limited to:
 - One Lakeside is a non-smoking property. Smoking is not permitted in any indoor or outdoor area of the building
 - Pets are not permitted in the club room
 - Guests of private events are not permitted access to the Fitness Center, Conference Room, Spa, or private residence floors other than that of the host
 - The Residents of One Lakeside have a right to a reasonable expectation of the quiet enjoyment of their Units. Please ensure that your Guests are not making unreasonable or excessive noise in other common areas of the building, such as the rooftop deck or elevators
- h. If Guests are in violation of the Rules, a member of the staff will notify the event host and request that the situation is remedied immediately. If rule violations continue Guests may be required to leave the property immediately or the event terminated
- i. Reservations are limited to the standard hours of use that the Club Room is available. Reservations may not be made more than six (6) months in advance without express written permission from the Board. Reservations are on a first-come, first-serve basis. If specific dates are regularly in high demand, the Board reserves the right to conduct a lottery for use of the room. The Club Room may NOT be reserved for a private function on the following days:
 - July 4th
 - Friday after Thanksgiving Day (City Fireworks Display)
 - New Year's Eve
 - Other dates as reasonably determined by the Board to be dates or events for which all Owners should have access to the Club Room
- j. The club room shall not be used for any unlawful purpose

- k. The use of any alcoholic beverages shall be in accordance with the State, County, and local alcohol beverage control laws. Underage drinking is a violation of the Rules and Regulations and will result in expulsion from the Club Room and immediate termination of the event
- l. Hosts and Guests must be aware of the noise level. Amplified music is NOT permitted by live bands, instrumentals (e.g. bass guitars, etc.) or D.J.s, with no exceptions. Amplifiers may be permitted for vocalists only, with written approval from the Property Manager and Board, and provided that the amplified sound cannot be heard outside of the Club Room. A host may provide music for an event with portable speakers or acoustic music. A noise complaint will result in a minimum of a verbal warning to the host. Any subsequent noise complaint will result in the immediate termination of the event. Please be courteous to the Residents who have homes on and around the amenity floors
- m. The Owner or Resident who reserves the club room is responsible for removing all personal property and trash after the event and for leaving the premises in a clean and neat condition. Any damage caused by such use of the club room will be the responsibility of the Owner or Resident and will be repaired at such party's expense. Additional documents will be provided at the time of reservation with a checklist of requirements
- n. No alcoholic beverages may be left unattended under any circumstances. No items may be removed or taken from the Club Room
- o. All furniture must be placed back in the same position as when the reserved period began. No furniture or appliances may be removed from the room
- p. The Association is not responsible for the loss of any personal effects, dishes, equipment, or food. Anything left after the use of the club room will be considered abandoned and disposed of accordingly
- q. The security deposit will be returned if, following inspection, the Club Room and adjoining Common Area or Limited Common Area are clean and there are no damages or rule violations. If damages do occur, or additional cleaning is required, a sum deemed appropriate will be deducted from the deposit. In the event the costs of the damages exceed the deposited amount, the Owner or Resident will be assessed the difference between the deposited amount and the cost to replace or to repair and refurbish the damaged item(s) to the pre-existing condition.

9.6 Suspension of Use Rights for Common Areas

- a. Any party who has been fined for violating one or more Rules relating to the use or rental of Common Amenities may lose the right to use of the Common Amenities for up to three (3) months following the date of the violation, at the discretion of the Board. Upon reinstatement of these rights, if further violations occur the Owner's rights to reserve or use the Common Areas may be suspended for up to twelve (12) months.
- b. Any party who has had more than one (1) recorded occurrence of a rule violation when renting the Club Room will be assessed the maximum-security deposit for subsequent reservations and the maximum fine for any additional violations.
- c. Any Owner that is not in good standing with the Association may have their right to use of the Common Amenities suspended until the Owner takes such actions as required by the Board or Property Manager to have their good standing reinstated

Section 10: Moves

10.1 Scheduling

All move-ins and move-outs must be scheduled at least 7 days in advance and confirmed through the reservation system using the Building Link website or with Property Management. All moving company personnel or individuals conducting the move must register upon arrival with the on-site Property Manager representing the Management Team.

10.2 Allowable Move Days

Residential move-ins and move-outs are limited to Monday through Saturday from 9 am to 4 pm. Move-ins and move-outs on Sundays or holidays are prohibited.

10.3 Move-In and Move-Out Fee

An occupant moving into or out of a residential Unit shall pay a \$500.00 move-in/move-out fee, payable to the Association. In the case of a fully furnished Unit, the fee shall be reduced to \$300.00 if the party is not moving any furniture. The fee, as stated herein, must be received in advance of the move-in/move-out, or the scheduled move will be canceled and may not be rescheduled until payment is received. Only one move may be scheduled at a time; scheduling is on a first-come, first-serve basis. If damages occur, the actual cost to repair the damage will be charged to the Owner's account. In the case of a Tenant, the Owner assumes responsibility for paying for damages to the Association and bears the burden of collecting the amount from the Tenant.

10.4 Inspection of Common Areas/Elements

Staff shall inspect all affected common areas/elements (e.g., elevators, hallways, loading dock, etc.) before and after any move-in or move-out. The Board reserves the right to require that the elevator be padded in the future should damage to the elevators occur during moves. The Unit Owner is responsible for all other costs associated with any move-in or move-out; including the cost of any cleanup or repair necessitated by the move-in or move-out.

10.5 Move-In and Move-out Requirements

All Owners are required to schedule a meeting with Property Management no less than 7 days before move-in to review and acknowledge receipt of the One Lakeside Condominium Covenants, Conditions, and Restrictions, Bylaws, and Rules and Regulations prior to move-in. This meeting may take place in person or virtually. Owners are also required to establish a Building Link account before move-in. Owners must comply with building vehicle registration requirements immediately upon move-in.

Section 11: Major Package/Appliance Delivery/Installation

11.1 Scheduling

All Residents/Tenants are required to notify Property Management 48 hours prior to delivery of a major appliance or furniture. The party delivering the appliance or furnishing must provide a Certificate of Insurance to Property Management in advance and register upon arrival with on-site staff. All deliveries must take place between the hours of 9 am and 4 pm Monday through Saturday or such times that the Board may from time to time alter the residential major delivery. No deliveries are allowed on Sundays.

11.2 Qualified Professional

Parties delivering and installing appliances must be qualified professionals with the necessary license, insurance, skills, experience, and equipment to perform the service properly, and in accordance with the requirements of the Association.

11.3 Resident Presence

The Resident, or a designated representative, must be present when an appliance is delivered and when the installation is performed. The Resident must ensure everything is installed per the requirements of the Association including the use of the loading dock and freight elevator and installation instructions.

Section 12: Unit Alterations General Requirements

Under the CCRs, Article 8.8, no alteration may be made within a Unit that may result in impairment of the structural integrity of the building, an increase in the Building's insurance policy, or cancellation of the insurance policy. To ensure these situations do not occur, the following articles apply to Unit alterations. Unit Improvement Fee-An owner making major improvements to a residential Unit shall pay a \$500.00 improvement fee, payable to the Association. If damages occur the actual cost to repair the damage will be charged to the Owner's account

12.1 Life Safety Devices

Life safety devices (such as smoke detectors or other like devices) that may be at risk of causing the main fire panel to go into alarm mode (by the nature of any work, vapor, dust, etc.) must be covered before work each day and uncovered at the end of the workday. All resolutions established by the Board must be adhered to and failure to adhere to resolutions are subject to homeowners being fined as specified under Article 15 of the Rules and Regulations.

12.2 Electrical Work

All electrical work must be performed by a licensed and bonded electrical contractor and have prior ACC approval.

12.3 Appliance Hoses in Individual Units

If hoses for appliances are replaced, replacement hoses must be made of braided stainless steel

12.4 Plumbing and Fire Sprinkler System Alteration

No alterations may be made to plumbing and sprinkler systems.

12.5 HVAC Work

All HVAC work, other than minor routine maintenance type of activities, which alters the chiller piping systems shall require the work of a bonded, licensed contractor to be approved by the Board or ACC, and shall require the prior written consent of the Board.

12.6 Fasteners in Ceilings and Floors

No fasteners of any kind may be driven into the concrete portions of any ceiling or floor unless

approved by the Board or ACC. No fasteners of any kind may be driven into any concrete columns or pillars.

12.7 Balconies

In accordance with the CCRs, Article 4.1, no balcony may be altered. No screen doors may be installed without the prior written approval of the the Board or ACC. Balcony screen doors may not be visible from the outside and must fit within the existing balcony door runners. The Board reserves the right to require the removal of any screen door installed without approval that does not meet requirements.

12.8 Structural Alterations

Owners may not make any structural alterations in or to any Unit that may impair the structural integrity of the building, alterations to the exterior, or any alterations or installations to or on any common areas of the Condominium, including any doorbells, video surveillance on the Unit door, utilities or decorations, without the prior written consent of the Board or ACC.

In addition, any improvements or modifications or penetrations of ceilings, demising walls, or modifications to any plumbing waste lines are subject to the prior written approval of the Board or ACC before commencing construction. Any modifications to any window or window frame (the sills under, or heads above) are expressly prohibited without the specific written approval of the Board or ACC.

Units may not be structurally altered to convert one (1) Unit into multiple Units, nor may multiple Units be combined to create one (1) larger Unit.

12.9 Interior Wall Surface Penetrations

Owners may not make penetrations of any interior wall surface beyond three-quarters of an inch (3/4") without the prior written consent of the Board or ACC.

12.10 Flooring

In the case that Unit flooring is replaced, a soundproofing material must be installed under tile or hardwood floors. *If soundproofing material currently exists, it may not be compromised.* Owners must obtain the written approval of the Board or ACC before commencing construction. The Board or ACC may have the flooring materials and proposed installation method, or other alterations analyzed by an acoustical firm selected by the Board or ACC at the Owner's expense. Owners who fail to obtain approval may be required to remove and reinstall their flooring to the required standards of any hard surface flooring which is not compliant with the rules as determined by the Board or ACC.

All work and repairs must use materials that comply with the building code and be properly permitted. Work performed without authorization that affects or impairs the Association's warranties may be required to be replaced at the discretion of the Association, the cost of which will be charged to the Owner.

12.11 Board Authority and Damages

All Unit alterations shall be subject to policy and procedures as established by the Board. This shall include any fees or deposits, cleaning fees, applicable policies, and any additional Rules relating to the Unit alteration procedures. Owners are responsible for all damages to other Units and the Common Area or Limited Common Area resulting from the lack of proper maintenance or repairs to their respective Units. Owners and Residents will promptly report to the Board any defects that may

potentially damage other Units, the Commercial Unit, and/or Common Area or Limited Common Area.

Section 13: Insurance/Damage

13.1 Insurance Requirements

Under the CCRs, Article 9.4 and the additional details within, each Owner shall maintain liability insurance and an HO6 policy with a maximum of a \$25,000.00 deductible. Policy limits and endorsements deemed appropriate by the Board (but having a combined single limit of liability of not less than Two Million Dollars (\$2,000,000.00)), covering all occurrences within their Unit and Assigned Limited Common Areas. Owners must submit policy declarations and certificates to Property Management each year as proof of current coverage. Periodically, the Association may audit compliance. Commercial Unit Owners must carry insurance as required under the CCRs. If proof of insurance does not meet minimum standards as set in the CCRs then fines may be imposed on the Owner. The Association must be named as additional insured on all such insurance policies.

Section 14: Grievance Procedure

14.1 First Line of Resolution

If an Occupant is disturbed by the actions of another Occupant in violation of the CCRs or the Rules and Regulations, the disturbed Occupant may first attempt to contact the offending Occupant to make them aware of the disturbance.

14.2 Notification of Manager

If, after first contacting the offending Occupant, or if the disturbed Occupant elects not to make such contact directly, the disturbed Occupant who believes a violation of the CCRs or the Rules and Regulations occurred may notify Property Management. If Management finds such complaint valid, then Management shall contact the reported offending Occupant and notify him or her that if such violation recurs continues, one or more fines may be levied. Property Management may discuss complaints with the Board to mutually determine the validity of complaints and violations and seek consensus on corrective actions.

14.3 Violation Reports in Writing

Reports of violations to Property Management shall be made in writing and identify the reporting person and the relevant dates, times, alleged violations, and circumstances.

14.4 Liability for Fines

Owners shall be wholly liable for all fines imposed, including fines incurred by their Tenants or Guests, and will be given the rights of notice and hearing outlined in the CCRs. Fines shall be collectible as delinquent assessments. Owners who have unpaid fines will have their good standing with the Association suspended until fines are paid in full.

Section 15: Fines

15.1 Board Authority

The Board in its discretion may levy, assess, and collect reasonable fines and costs for violations of the CCRs and Rules and Regulations. Owners shall be liable for the fines assessed for the wrongful acts or omissions of all Occupants of such Owner's Unit. Notwithstanding the language found below, the Board reserves the right to fine an Owner upon the initial occurrence of a violation should the Board (in their sole opinion) deem the violation was egregious. The maximum fine will be limited to either one-time \$5,000 fine or \$250/day for a fine deserving a per diem methodology.

15.2 Fine Amounts

The enforcement of Rule violations related to the commercial use of a Unit places an undue burden on the Board and Property Management Team as well as represents a serious security concern for other Owners. All Owners have an obligation to other Owners to be considerate of this concern, as well as the impact that transient Guests on residential floors may have on property values. In the case of violations, the Owner's right of use of Common Area amenities will immediately be suspended (including the cancellation of any Club Room reservations) and a notice of violation with a thirty (30) day warning will be issued to the respective Owner/Occupant. After thirty (30) days, the Board will meet to determine if the violation has been addressed by the Owner/Occupant. If at the time of the meeting, the violation has not been corrected and the Owner has not demonstrated good faith in continuing to correct the violation, the Board will vote concerning the levying of a fine against the Owner/Occupant based on the following schedule, without exception, for any violation of commercial use of a Unit:

- First offense: \$500 administrative fee, plus the greater of: the full rate that was charged for use of the Unit for the duration of the commercial use or the current rate (at the time the Unit was used) for a similar-sized One Lakeside hotel Unit for the duration of the commercial use.
- Second offense: \$1,000 administrative fee, plus the greater of: the full rate that was charged for use of the Unit for the duration of the commercial or the current rate (at the time the Unit was used) for a similar-sized One Lakeside hotel Unit for the same duration of the commercial use.
- Third and continued offenses: The same fine structure will apply, with the administrative fee continuing to double with each offense

For any other offense for which a fine is levied, the Property Management Team will first attempt to contact the Owner by phone and email to notify them of the violation and discuss corrective actions. Per Idaho Statute, a written notice of violation must also be issued to the respective Owner/Occupant with a thirty (30) day warning; the phone call and/or email will constitute the start of the thirty (30) day warning period and receipt of email will satisfy the written notice requirement. After thirty (30) days, the Board will meet to determine if the violation has been addressed by the Owner/Occupant. If at the time of the meeting, the violation has not been corrected and the Owner has not demonstrated good faith in continuing to correct the violation, the Board will vote concerning the levying of a fine against the Owner/Occupant based on the following schedule: The minimum fine shall be one hundred fifty dollars (\$150) for the first offense, five hundred dollars (\$500) for the second offense and one thousand dollars (\$1,000) for the third and continued doubling of the fine amount for any later offenses of the Rules. Incremental fines for ongoing violations shall be separated by a reasonable period as determined in the Board's reasonable discretion, except that the Association may issue daily fines for ongoing violations not to exceed \$50 per day. Unpaid fines will be subject to late fees as established by the Association, and the Association may file liens against the Owner's

property on unpaid fines as permitted by the CCRs, Bylaws, and applicable law.

15.3 Responsibility for Repair and Cleaning

In addition to the above schedule of fines, Owners are responsible for the repair and cleaning costs necessitated by the Owner's negligent or intentional wrongdoing, towing costs, and any legal fees or costs incurred by the Association to enforce violations or collect fines and Property Management time/expense, consultants, or other services.

15.4 Fines in Addition to Other Rights and Remedies

The right to assess fines and collect costs under this Section is in addition to any other rights and remedies the Association may have at law or under the CCRs.

15.5 Manager Course of Action

Upon receipt of reliable information indicating a violation has occurred, Property Management shall, in his or her reasonable discretion, take the following action:

- a. On the first occurrence of any type of alleged violation, Property Management shall deliver written notice, personally, by email, or by mail to the last known address of the Owner responsible for the alleged violation indicating (i) the nature of the alleged violation, and (ii) that subsequent or continuing violations will result in the assessment of a fine.

On any subsequent occurrence (or if any prior occurrence is continuing and remains uncured within a reasonable time) of any type of alleged violation, Property Management shall deliver written notice, personally, by email, or by mail, to the last known address of the Owner responsible for the alleged violation in substantially similar form to the second notice as described above.

- b. Violations of the following Rules, because of their egregious nature, shall result in temporary restraining orders or injunctions against the Owner as well as the assessment of legal fees or court costs:
 - i. Section 1.14 on the use of firearms and fireworks
 - ii. Section 1.15 on the storage of hazardous or flammable materials
 - iii. Section 4.1 on keeping dangerous pets in the building
 - iv. Sections 2.6, 3.8, 6.8, and 12.2 on electrical work
 - v. Section 12.11 in its entirety on failure to comply with Board adopted ACC resolutions. In such instances, Property Management shall deliver written notice, personally or by mail, to the last known address of the Owner responsible for the alleged violation in substantially similar form to the notice described in 15.5.a.i.
 - vi. Section 12 in its entirety on starting a Unit Alteration before receiving ACC or Board approval.

Section 16: Rental of Residential Units

16.1 Applicability

The provisions of this section apply only to the Condominiums Units within One Lakeside and do not apply to the Owner of the Short-Term Master

16.2 Lease Agreements in Writing

All Lease agreements or rental agreements shall be in writing and approved by Property Management, using a lease agreement form approved by the Board and Property Management per the CCRs. No Residential Unit shall be rented unless through a written Lease agreement, fully executed by and between the Owner and each Tenant. Within three (3) days of submission of the executed Lease agreement to Property Management, Property Management shall provide written approval, or comments if the Lease agreement is not in compliance with the Rules and Regulations or other governing documents.

Subleasing is not permitted. All such leases of Units shall be managed by the Association or such Management Company as the Association may designate from time to time.

16.3 Copy of Lease Agreement Provided to Manager

An Owner who rents his or her Residential Unit must submit a copy of the executed Lease agreement, as well as each renewal thereof, to Property Management before the commencement of the Lease agreement (or renewal). The Owner should redact private or sensitive personal information of the Tenant from the copy of the Lease agreement submitted, including but not limited to social security numbers and banking information.

16.4 Lease Agreement Must Incorporate Governing Documents

EACH LEASE AGREEMENT MUST CONTAIN LANGUAGE PROVIDING THAT: THE TERMS OF THE LEASE AGREEMENT SHALL BE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE CCRS AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION (THE "GOVERNING DOCUMENTS"), SUCH THAT ANY FAILURE BY THE TENANT TO COMPLY WITH THE TERMS OF THE GOVERNING DOCUMENTS, A BOARD DECISION, OR ANY OTHER FEDERAL, STATE, OR LOCAL LAWS AND/OR REGULATIONS SHALL CONSTITUTE A DEFAULT UNDER THE LEASE AGREEMENT.

16.5 Governing Documents/Rules and Regulations Must be Provided to Tenant

An Owner must provide their Tenant a copy of or access to the Association's Governing Documents in physical or electronic form, as an attachment to the Lease Agreement, and submit to Property Management the Governing Documents Acknowledgment Form, signed by Tenant, as described in Section 16.9.2 below.

16.6 Lease Agreement Term

Pursuant to the CCRs, Article 8.11 and the exceptions noted therein, a Residential Unit Lease Agreement must have an initial term of not less than one (1) year or with a minimum term of at least six (6) months provided such six (6) month term falls between October 1 of any year and April 30 of the next following year and further provided any such six (6) month lease is approved in advance by the Board, which approval shall not be unreasonably withheld, conditioned or delayed.

16.7 Residential Use/Entire Unit

Residential Units may be leased only for residential use as a single-family residence per the CCRs, Article 8.1, and may not exceed the occupancy limits established in Section 1.4. No Lease Agreement may be for less than the entire Residential Unit.

16.8 Assignment of Rights to Use Amenities

An Owner who leases their Unit relinquishes their rights to use amenities for the duration of the lease period and assigns the rights of use to the Tenants. Tenants must comply with all Rules for use of the amenities as determined by the CCRs and the Rules. The Tenant's use of the amenities may be revoked for recurring violations of the Rules.

16.9 Keys/Accompaniment of Prospective Tenant

a. Permission to Enter

A fully completed Permission to Enter Form MUST be provided to Property Management by the Owner.

b. Responsibility for Showings/Conduct of Prospective Tenants

An Owner is responsible for any showings and the conduct of all prospective Tenant(s). An Owner or the Owner's authorized agent must accompany a prospective Tenant on any visits to the property to view the Residential Unit.

16.10 Forms

The following forms must be fully completed and submitted to Property Management prior to Tenant's Occupancy:

a. Resident Information Form

An Owner must provide contact information for all Owner's Tenants, as well as information to enable the Association to contact the Owner living off-site. Updates must be provided on a current basis for all Residents. The Association may obtain such information directly from a Tenant.

b. Governing Documents Acknowledgement

An Owner must provide their Tenant copies of or access to the Association's Governing Documents in physical or electronic form, and their Tenant must acknowledge receiving them by signing this form.

c. Proof of Screening Form

An Owner must use reasonable care in screening their Tenants. Before entering into a Lease Agreement, an Owner shall obtain a Background / Credit Check from a reputable Tenant screening service of the Owner's choosing and provide evidence of screening by completing and returning this form. The Owner shall not submit the screening report to the Association. The responsibility for selecting a suitable Tenant lies solely with the Owner.

d. Release of Responsibility/Acknowledgement Form

An Owner must complete and return this form regarding on-site staff and Residential Unit workorders.

16.11 Lease Agreement that Predates Rules

If there are any Residential Units currently leased at the time these Rules become effective, the Owner must ensure (a) the Tenant has been provided a copy of or access to the Governing Documents, (b) a copy of the Lease Agreement has been provided to Property Management, and (c) the Owner or Tenant has completed and returned the Resident Information Form described above.

16.12 End of Lease Agreement

An Owner of a Residential Unit that is Leased shall, not later than Lease Agreement termination or Tenant's surrender of occupancy of the Residential Unit, promptly notify Property Management in writing that, as of a date specified in such notification, the Residential Unit will cease to be Leased.

16.13 Short Term Rentals, Hotel/Transient Use Prohibited

No overnight or short-term Leasing, hotel, or transient use is permitted. The term "short-term Leasing" shall mean any lease or rental agreement with an initial term of less than one (1) year, except for the six (6) month term detailed in the CCRs, Section 8.7 and Section 16.6 of the Rules and Regulations. 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 short-term Leasing or overnight rental, a hotel, an "Airbnb" or for any other transient purpose.

16.14 Orientation, Move-In, and Move-Out

a. Satisfaction of Pre-Leasing Obligations Prior to Occupancy

A Tenant shall not begin occupying a Residential Unit under a Lease Agreement until Owner and Tenant have fully satisfied all pre-Leasing obligations outlined in the Governing Documents, including, but not limited to, paying the Association any required fees or deposits, and providing Property Management with all required information, Forms, or documentation.

b. Tenant Move-In and Move-Out Scheduling

Owners and Tenants are responsible for scheduling a move-in or move-out in advance, and for coordinating movers, cleaners, or other agents with Property Management in compliance with the move-in/out requirements detailed in Section 10.

16.15 Compliance Stipulation

An Owner or Tenant who fails to comply with the Governing Documents, including this Section 16 of the Rules, may be subject to notice of violation, fines according to the established Association fine schedule or other legal action, depending on the nature of the violation(s). An Owner is responsible for their Tenant's behavior, including but not limited to any fines or other fees or charges incurred by Tenant, which shall be Assessed against the Owner and the Owner's Residential Unit.

16.16 Updating of Registration Information

All Owners shall advise Property Management in writing within forty-eight (48) hours of any changes in the registration information required by Section 16.9.1 above so that Property Management's information remains current. Current registration information may also be provided to Property Management directly by the Tenant.

16.17 Non-Discrimination

Neither the Association nor any Residential Unit Owner shall discriminate against any person regarding the

rental or occupancy of a Residential Unit in the Condominium on the basis of race, color, creed, national origin, age, sex, or any other legally protected classification.

16.18 Utility Accounts

If an Owner require a Tenant to establish a utility account in the Tenant's name, the Owner assumes responsibility for requiring that their Tenant maintains the account as current and that utilities are not suspended. Fines may be assessed to the Owner if a unit utility account is disconnected or suspended.

Section 17: Architectural Control Committee or Architectural Control Review by the Board

17.1 Architectural Control Committee/Board Approval and Mission:

The primary purpose of the Architectural Control Committee ("ACC") or Board review is to ensure the continuation and enhancement of the aesthetic quality, high standards, and structural integrity of the One Lakeside Condominium residence ensure that One Lakeside retains its status as premiere residential Condominium development in Coeur d'Alene.

Architectural Control Committee ("ACC") or Board approval must be obtained before commencing the construction of any alteration (i) of the limited common elements of the Condominium (including any terraces), or (ii) of the interior of a Unit if the alterations either: (a) involve any water features or features that may cause water intrusion; (b) affect the structural integrity or building enclosure of any portion of the Condominium, affect the acoustical standards of the walls, floors or ceilings of the Unit, affect the fire protection systems within the Condominium, would result in the transmission of noise or vibration beyond the standard allowed by the current acoustical standards of the walls, floors or ceilings of the Unit; (c) require penetration (drilling/mounting) beyond ¾ of an inch beyond interior drywall surfaces, or (d) as otherwise required by these Rules, the CCRs, or in any currently existing Architectural Control Committee – Unit Alterations Information Packet.

17.2 ACC/Board Powers

The ACC or Board shall have the right to establish guidelines, procedures, and requirements and to review and in consultation with the Board, approve, deny, or approve with conditions, all submittals from Owners or their representatives.

17.3 Procedure for ACC Approval

Requests for approval shall be submitted to the ACC or Board as specified in the Unit Alterations Packet distributed to Owners.

17.4 Review by ACC or Board

After submission of the request for approval the ACC or Board shall review the application and determine its recommendation to the board regarding approval, denial, or approval with conditions, and in the case of denials, shall set out specific reasons for the denial in reasonable detail. If the ACC is a separate entity, the Board shall then review all ACC recommendations within thirty (30) days after receiving such request in writing and the plans and specifications, unless a) the submission is incomplete or b) the proposed alteration does not comply with the CCRs, Rules, or impairs the structural integrity or mechanical or electrical systems in the Condominium or violates the use restrictions in the CCRs. In the case that the Board is reviewing the submission, this shall be done within sixty (60) days.

17.5 Non-Liability for Approval of Plans

ACC or Board approval of plans shall not constitute a representation, warranty, or guarantee, whether express or implied that such plans and specifications comply with good engineering design or with zoning or building ordinances, or other governmental regulations or restrictions. By approving such plans and specifications neither the ACC, the members thereof, the Association, any member thereof, the Board nor the Owner of any other Unit assumes any liability or responsibility for any such plans and specifications. Neither the ACC, any member thereof, the Association, the Board nor any Owner shall be liable to any member, Owner, Occupant, or other person or entity for any damage, loss, or prejudice suffered or claimed on account of (a) the approval, denial, or denial with conditions of any plans, drawings and specifications, whether or not defective, or (b) the construction or performance of any work, whether or not pursuant to the approved plans, drawings, and specifications. It is expressly understood that after any Board or ACC approval of plans, the Owner must then obtain all necessary permits and approval from the local municipality prior to commencing any work.

Section 18: Collections

The Association is responsible for the operation and maintenance of the property. In order to carry out this responsibility, the Association assesses all Owners for their percentage interest of the common expenses as required by the governing documents and the laws of the State of Idaho.

The common expenses are based on the Association's projection of the expenses necessary to conduct its activities as set forth in the budget adopted by the Association. It is necessary to ensure that all Owners pay their assessments promptly so that sufficient funds are available to fulfill the Association's obligations to all its members.

Failure of any Owner to promptly pay assessments results in additional burdens on all Owners. It is, therefore, this Association's policy to take such steps as are necessary to ensure compliance by Owners with their obligation to promptly pay assessments levied by the Association.

18.1 Assessments

Assessments are based on the budget adopted by the Association and are due in accordance with the payment schedule adopted by the Board. Assessments include all sums chargeable by the Association against a Unit including, without limitation, regular and special assessments for Common Expenses, charges and fines levied by the Association, interest and late charges on any delinquent account, and costs of collection, including reasonable attorneys' fees incurred by the Association in connection with the collection of a delinquent Owner's account. Regular Assessments and utility allocations are due and payable on or before the first day of each month. Accounts are delinquent if payment in full is not received by the 14th of the month in which the payment is due.

18.2 Late Fees for Delinquent Assessments

a. Late Fees for Failure to Pay by Due Date

The Association shall impose a late fee on Owners who do not pay their assessments by the required due dates. Late Fees shall be listed on the Owner's ledger.

b. Delinquent Assessment Late Fee Amounts

The late fee for delinquent assessments shall be the greater of \$50.00 or 5% of the overdue assessment (inclusive of prior late charges). Checks returned for insufficient funds will be

subject to a \$25 handling fee.

18.3 Administrative Fees for Delinquent Assessments

Should the Association incur administrative or service fees in the collection of delinquent assessments, the Owner shall be responsible for all such fees, including any surcharges for delinquency notices, bank charges for dishonored checks, monitoring fees, and credit card processing fees.

a. Interest

As provided in the governing documents, assessments not paid by the 14th of the month accrue interest from the first of the month at the greater of 12% per annum or the highest rate permitted by State law until such time as the delinquent account is paid in full.

b. Attorney's Fees and Costs

As provided in the governing documents, should the Association be required to use the services of legal counsel and should the Association incur costs in the collection of delinquent assessments, the delinquent Owner shall be responsible for all attorney's fees and costs incurred.

c. Application of Payments

Payments received shall be applied to amounts owed as follows: first to interest accrued; then to late fees; then to administrative fees; then to any other costs and reasonable attorney's fees incurred in the collection; then to fines; and lastly to assessments.

d. Restrictive Endorsements

Notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying payment, the payment shall be applied as indicated above.

e. Owner's Responsibility

Each Owner has the responsibility to pay the Owner's share of the common expenses to the Association so that the payment arrives on or before the date the payment is due.

f. Collection Steps

The following steps are those the Association will typically take in collecting an unexcused delinquency. The Association is neither required to take these specific steps nor must it adhere to these specific timeframes. The Association may evaluate each delinquency on a case-by-case basis and determine which steps and what timing it believes will best achieve the payment of delinquent assessments:

- Day 15 - Late fee assessed and statement to Owner
- Day 30 - Letter to Owner requesting prompt payment
- Day 45 – Letter to Owner requesting payment within 10 days to avoid referring the Owner's account to legal counsel.
- Day 60 – Account referred to the Association's legal counsel. Attorney prepares and records Claim of Lien; Attorney prepares and sends a Demand letter to Owner at which time the account will be accelerated and the entire year's assessment for that Unit will be immediately declared due and payable.

In the event of continued non-payment after allowing the Owner to respond to the Demand, legal counsel may commence suit, begin foreclosure proceedings against the Owner and the Unit, and take such other action as permitted by the governing documents and the laws of the State of Idaho. Any action on liens will specifically follow and adhere to applicable Idaho Law.

The Association intends to follow the above procedure. Owners are strongly encouraged to make payments promptly to avoid additional costs and legal action.

Once assigned, all contacts regarding a delinquent account with a delinquent Owner shall be handled through the Association's attorney. The Attorney, in consultation with the Property Management Company, shall have authority to settle the collection of the account directly with an Owner after it has been turned over to the Association's attorney, provided the Board of Director's approval is received.

The Association reserves the right to vary from the policy adopted above where particular circumstances warrant such deviation in the reasonable business judgment of the Association or its legal counsel.

g. Protection of Board Members

Persons exercising the authority of the Board, or a committee are not liable for action or inaction done in good faith. Association action under this Policy shall not create any liability of the Board, Association, or Committee, or any employee or member of the Board, Association, or the Committee.

h. Lien

Nonpayment of the Association's assessment may result in foreclosure of the Association's lien.

These Rules are subject to change by action of the Board of Directors from time to time.



C/o HOA Administration
21 W Commerce Dr Unit E
Hayden, ID 83835
208-765-5600 Phone
208-667-7933 Fax

rentalpropheather@gmail.com

2025 Annual Meeting of Owners
For One Lakeside Condo Association

Call Meeting To Order

Proof Of Notice

Quorum

Introduction Of Board Members

Manager's Report

Board Discussions:

Amended Rules & Regulations

New Door Lock System

Open Discussion For Owners (Limited to 3 Minutes per Owner)

Adjournment

Contractor	Name	Phone #
Appliance Repair	Appliance Corral Service	208-635-5368
	Northern Appliance (Patch)	208-604-7768
Audio Video	Rox M.C (Curtis)	208-699-5050
	Audio Video Solutions (Mark)	208-699-2624
Blinds	Budget Blinds	(208) 664-5777
	Advanced Blinds & Awnings	208-772-1770
Cabinets	Select Euro Systems	208-772-3219
	Tapley Cabinets	208-664-4245
Carpentry	Dan Bondra (Panhandle One Carpet)	208-661-2442
Carpet Cleaners	Craig's Carpet Care	208 -777-5546
	Perfection Cleaning & Restoration	208-676-9336
	Carpet Kings	208-651-9159
Central Vac	Consolidated Northwest	208-773-3274
Dry Cleaning	Country Cleaners	208-772-4721
Dryer Vents	Dryer Duck	509-315-1119
Drywall	Buff's Drywall	208-772-1906
Electrical	VPC Electric	844-715-7233
	Mainstream Electric	208-676-9639
	Rady's (Rocky)	208-755-0737
Floors (Tile & Stone Restoration)	Clean Linez	208-610-5707
	Carpet Kings	208-651-9159
Flooring	Accent Flooring	208-664-8830
	Panhandle Carpet & Flooring	208765-5456
	Fairway Flooring	208-777-7711
Fire Place	Smoke Signals	866-909-0114
	Andy's	208-772-4570
Garage Door	Wayne Dalton	208-664-1497
	Overhead Door	208-773-0502

Granite	Granite & Gargoyle	208-772-9096
Handyman	Doug Eacho	208-719-6700
	Kindred Concierge	208-666-8888
Heating & Cooling	J.A. Bertsch	208-635-5480
	Lake City Heating & Cooling	
	ACI Northwest	208-772-9571
House Cleaners	Shawna Virgil	208-818-5500
	Jazzy Janitorial	208-964-5782
	Rebekah Law	805-471-5948
Painting	Scott's Painting	208-704-1310
	5-Star Painting (Ryan Cook)	208-699-4516
Plumbing	Affordable Plumbing	208-667-1500
	Apex Plumbing	208-699-3362
Windows	Modern Glass Patio & Door Repair	208-765-1644
Water Heater Maintenance	Affordable Plumbing	208-667-1500
Internet	Intermax	208-518-0848
	Spectrum	866-772-4948
	Verizon	208-292-4575
	Zipty Fiber	208-651-5288
Tech	765 Tech	208-765-8324
TV	Spectrum	866-772-4948
	Directv (James McClintock)	208-699-1538
Electric/Gas	Avista	800-936-6629



Things to do this month in Coeur d' Alene

Art on the Green—August 1st through the 3rd

317 E Wallace Ave, Coeur d'Alene, ID 83814

The Taste of CdA—August 1st through the 3rd

Coeur d' Alene City Park 415 W Fort Grounds Dr, Coeur d'Alene, ID 83814

Street Fair—August 1st through the 3rd

Sherman Avenue in downtown Coeur d'Alene

Pinehurst Days—August 1st through the 3rd

Key locations include the BMX bike park, the Dike Road (also known as Silver Valley Road), the Pinehurst Community Building (PK Lions building), and the Tall Pine. The event is hosted by the Pinehurst-Kingston Lions Club

Cars & Coffee—August 2nd 8:00am to 11:00am

4000 N 4th St, Coeur d'Alene, ID 83815

Firemen's Fun Festival Mullan—August 2nd and 3rd 11:00am to 7:00pm

The parade starts at the football field and proceeds to the fire station, with games taking place on Earle Street in downtown Mullan

Athol Days—August 9th

City Park, located at 30355 N. Third St

Old Fort Sherman Day—August 9th 11:00am to 3:00pm

Chapel 332 Hubbard St Coeur d'Alene, ID 83814

Taste of Rathdrum—August 9th

Huckleberry Fest—August 15th through the 17th Wallace

Historic Downtown Wallace, Idaho

North Idaho State Fair—August 15th through the 24th

4056 N Government Wy, Coeur d'Alene, ID 83815

CdA Antique & Classic Boat Festival CdA—August 16th to the 17th

Coeur d'Alene Resort's Floating Boardwalk Marina

Under the Freeway Flea Market Wallace—August 29th to September 1st

underneath the I-90 viaduct