



Myrtle Street Elevation

R. GRAY LOFTS

Management Guidelines & Association Rules

Acknowledgement Form

The Undersigned acknowledges that he/she has fully read the R. Gray Lofts Condominiums Owners Association's Membership Guide and Association Rules, Architectural Control Guidelines, CC&R's, By-Laws and all other documents mentioned therein and expressly agrees to comply with and follow all terms and conditions contained therein per Section 2.7 of the CC&R's.

Owner:

Date: _____

Date: _____

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Welcome to R. Gray Lofts Condominiums Owners Association

Once you purchased and took title to your condominium within the R. Gray Lofts community you officially became a member of the R. Gray Lofts Condominiums Owners Association. You will remain a member of the Association until such time that you sell or transfer the title of your unit to another. As a member of the Association you will enjoy the many amenities provided within the community as well as a maintenance-easy life style.

The Association is a not for profit organization that operates under certain covenants and restrictions described in detail in the governing documents including the Declaration of the Covenants, Conditions and Restrictions, including any amendments thereto and Grant and Reservation of Easements for the R. Gray Lofts Condominiums (commonly referred to as the CC&R's) and the Bylaws of the R. Gray Lofts Condominium Association (the "Bylaws"). You should have received these documents at closing and an additional copy is provided in this Membership Guide Book. Please read and be familiar with these documents as they are intended to uniformly govern and make life in your community easier for everyone.

The governing documents control the way the Association operates. They define maintenance responsibilities, provide for restrictions to encourage the peaceful living of all the community residents, the preservation of the community's aesthetics and property values and the business conduct of your Association. The Association encourages that you take the time to familiarize yourself with all these documents and to retain copies for your records. It is a good idea to keep these documents in a place they may be conveniently referenced when you need them.

This document shall serve as a membership guide to living in your new community and establish rules for living in the community. This document may be amended from time to time as permitted within the confines of the CC&R's. In the event this document conflicts at any time with the CC&R's, then the CC&R's will control.

We look forward to working closely with you and providing services for the R. Gray Lofts Condominiums Owners Association. Please call us with any suggestions that may improve the living experience in your new community.

BOARD OF DIRECTORS

President/Treasurer
Greg Perkins

Vice President/Secretary

The initial Board of Directors is appointed by the Declarant of the Association. The members of the initial Board of Directors are listed above. The Declarant had and exercised the right to appoint the initial Board. During the transition of the Association from the control of the Declarant to the Association members, unit owners will be appointed in stages based on the number of units still under Declarant ownership. This staggered appointment will provide for a smooth transition and encourage a well- informed Board of Directors.

The Board of Directors after the transition from the Declarant will be made up of members of the Association duly elected at Annual Membership Meetings. This page will be updated after each election. If you are interested in serving on the Board, when you receive an annual meeting notice please contact management to place your name on the ballot for the next election.

The Board of Directors is the group of volunteers that lead the community and manage the Association's finances. They utilize the governing documents to guide them in their decision making. They oversee the operations of the community and the enforcement of rules. More information regarding the duties of the Board is provided in the CC&R's and By-Laws.

In addition to a Board of Directors, the Association may set up committees for certain task items. If you are interested in helping out with your community, please contact management to see if there is a committee that may need your help. Being on a committee is a great way to get to know your neighbors without having the responsibilities of a Board Member.

As provided for in Section 11.3 of the CC&R's the Association, the Board of Directors is required to hire a professional management company to assist in the day to day operations and other Association duties as delegated by the Board. A professional manager has been hired to assist with the operations of the Association. Below is management contact information. Please contact management to answer your questions or assist you as directed in this guide.

Management Company

Oppenheimer Development Corporation

877 W. Main Street, Suite 700, Boise, ID 83702

Phone: 208-343-4883

Dayna Buckley, Property Manager: 208-287-0136

Email: dayna-buckley@oppcos.com

Zach Snebold, Maintenance Technician: 208-509-1081

Website: OppenheimerDevelopmentCorporation.com

After you close on the sale of your unit, please take a moment to contact Management to provide your contact information. Please be prepared to provide you name, unit number, phone numbers, mailing address, email address and an emergency contact person with their information. This will ensure that they are able to provide you with your dues information, any notices regarding the property, have your phone number programmed into the entry system and contact you in the event of emergency. If at any time this information changes, please be sure to update your contact information on record. We have included a form which will provide all the necessary information. Please complete and return the form by mail or email to the Management Company.

Having appropriate contact information for each unit owner is vital to communication efforts and ensures that you will always be informed of issues that need to be brought to your attention.

ANNUAL MEETINGS

Each year the Association will have an Annual Meeting. Each member will receive notice of this meeting and is encouraged to attend. At the Annual Meeting the Association will elect the Board of Directors, review the financial statement of the Association and ratify the Operation and Reserve budgets for the year. Other business may come before the membership at the Annual Meeting and will be identified as appropriate in the Annual Meeting notices.

The election of Board Members and ratification of the budgets will require a vote from the membership. As explained in Section 7.2 of the CC&Rs, initially there are two classes of voting membership: Class A for individual Owners and Class B for the Declarant, who is entitled to 3 times the number of votes that a Class "A" owner has for each respective Unit. Each individually owned condominium is allocated one (1) vote.

Only one (1) vote may be cast for each condo and the Association will not recognize partial votes in the event that a condominium is owned by more than one person.

If you are unable to attend the Annual Meeting, it is important that you return the proxy that will be enclosed with the Annual Meeting notice. You may designate your proxy to a member of your family or to another member of the Association. A proxy allows for your vote to be counted in the event of your absence.

ASSOCIATION FUNDING

The fiscal year of the Association is from January to December. The Association has two bank accounts. One account is the Common Area Operating Fund for the current operating expenses of the Association and the second account is the Common Areas Reserve Fund for the deposit of Reserves attributable to Improvements that the Association is obligated to maintain.

Each year Management prepares a proposed budget for review and approval by the Board of Directors and submission to the Association membership for ratification at the Annual Meeting. The budget is the tool used by the Board to determine the amount of Association dues to assess upon the membership to pay for operating expenses and funds to be saved as Reserves for future replacement needs. An explanation of how dues will be calculated is set forth in Section 9.2 of the CC&Rs as amended. You are strongly encouraged to become familiar with how Dues will be calculated.

In order to avoid the need for an expense reserve study and to protect the right of the owners, upon purchase or resale, to secure financing, the Association is required to allocate not less than 10% of the collected Dues into the reserve account.

Association Dues cover among other expenses, the following:

- Administration including Management Fees & Meeting Costs
- The Building Supervisor's Building Check
- Inspections of the Building and Equipment
- Preventative Maintenance Agreements for Building Heating, Ventilation and Air Conditioning Systems for Common Areas
- Building Common Area Maintenance including Exterior and Roofs
- Elevator Maintenance
- Maintenance of the Security System
- Maintenance of Equipment for Fire Protection
- Maintenance of the Entryway and hallways
- General Common Area Cleaning including Window Exteriors
- Utility Service for the Common Area including Gas & Electric
- Water, Sewer Trash, and Recycling Services for the Whole Building
- Insurance Premiums for Common Area Property, Liability and other insurance policies as identified in the CC&R's. (These policies will not cover personal property)
- Reserves for future replacements or capital costs

Any surplus funds in excess of operational needs, at the end of each accounting year, will be transferred directly into the reserve account until the Board determines that the reserves are funded at a level which will assure that building equipment and systems can be replaced without the need of special assessments.

The Association will segregate a minimum of 10% of the collected dues into a reserve account.

Further Information regarding the Association Maintenance Funds and Assessments is available in the CC&R's.

Capital Contributions to the Association

Upon the Close of Escrow, each owner shall contribute to the capital of the Association in the amount as set forth in Section 9.4 of the CC&Rs entitled Working Capital Fund and Reserve Fund. The Association will list this amount as being due as a condition of the closing of escrow. These funds shall be disbursed by the Title Company to the Association to pay for any Association related expenses as determined by the Board of Directors, either immediately or in the future. This includes but is not limited to reimbursing the Declarant for funds advanced on behalf of the Association prior to the sale of units. This contribution is not to be considered a pre-payment of dues.

The Association will collect this same amount of money each time a condominium is sold. Collecting this fund each time a condominium sells puts all the individual owners on the same footing and provides additional contributions to the reserve fund thus lessening the possibility of a special assessment being needed to replace building systems. Experience has shown that a well-funded reserve fund increases the value of condominium units and makes it easier to secure financing upon resale as the lender is not as concerned about the need for a special assessment. Once collected, these funds are nonrefundable to any individual owner.

Association Records

Association records are available to all Association members for review and copying at member expense. Association records include current copies of the CC&R's, By-Laws, Membership Guidelines and Rules, Meeting Minutes, Financial Statements, Budgets and Reserve Studies. Copies of these records may be requested, and all costs associated with the cost of making copies shall be at the sole expense of the owner making the request. The Board has authorized the Management Company to post certain records on a secure website accessible through the Verity web site. These records will include CC&Rs, Amendments to CC&Rs, Bylaws, Rules, Regulations, certain Budget and Financial records. Please contact Steve Fender for how to log into the secure site.

Records may also be reviewed by any member at the Management office of the Association. Such review shall require a written notice at least five (5) days in advance so that archived records may be retrieved from storage and made readily available for review. Written notice shall identify the unit owner making the request, the parties accompanying the unit owner (if applicable), and the purpose for the review. Should such a review require an Association representative be present and or copies be made these expenses shall be at the sole cost of the owner make the review.

Insurance Coverage

Association dues include the building insurance. This coverage is for the building, common areas The Association purchases a commercial package policy for property and liability coverage. In addition to this package an additional commercial umbrella policy

of approximately \$1,000,000.00 for the Association and liability insurance for the Board of Directors will be purchased. The deductible is \$1,000 per occurrence. Please refer to Section 12 of the CC&R's more information on the type of insurance required for the Association to purchase.

You are responsible, as described in Section 12.3 of the CC&Rs for securing insurance coverage on the furnishings initially placed in the unit, casualty and public liability insurance, theft coverage and insurance on your personal property. It is very important that your insurance agent review the building policy to verify you have adequate and appropriate coverage.

The insurance agency for the R. Gray Lofts Condominium Owners Association is:

Insurance Agency:	Higgins & Rutledge
Agent:	Greg Swenson
Address:	HIGGINS & RUTLEDGE INSURANCE, INC 1661 SHORELINE DRIVE SUITE 100 BOISE, ID 83702 info@higginsrutledge.com (208) 343-7741 1-800-733-0341 FAX (208) 343-9371
Insurance Carrier:	Liberty Mutual
Commercial Policy #:	BKA54825403

If your mortgage lender requires a certificate of insurance for proof of coverage, please contact the above listed insurance agency to make this request. They will then issue a certificate naming you as an additional insured on the Association's policy. You may also request a copy for you records.

If you need to file an insurance claim on the Association's insurance policy, we request that you please contact Management prior to doing so. Management will assist you with this and be able to inform the Board of Directors of the situation. This is important to help identify losses and to help keep track of claims against the policies.

Property Tax Homeowners Exemption

To receive a Homeowners' Exemption, A Homeowners' Exemption form must be completed and returned to the Ada County Assessor within 30 days after closing on your condominium. The Ada County Assessor's address is 200 W. Front Street, Boise, Idaho 83702. Revealing the purchase price is your choice, however, we recommend that you do not disclose that information even if it is requested. If you did not get a

form with your closing papers, please call the Ada County Assessor's Office at 208-287- 7201 to request one.

Coordination of Moving Day

When you are ready to move into or out of the R. Gray Lofts community, or move large pieces of furniture, pianos or appliances, please call the Management Company to schedule at least one (1) week in advance. Moving and large deliveries are only permitted between 8:00a.m. and 6:00p.m., Monday through Friday. This advance notice will allow for proper arrangements to be made to protect the elevator and as otherwise required. At this time, you will also be given instruction as to where the moving vans are to be parked.

All items moved into or out of R. Gray Lofts must be properly padded to protect the walls of the elevators and common areas. We will also reserve the elevator when you make arrangements for your moving day. As you unpack, please break down the boxes and place them in the proper waster receptacle. Please do not leave boxes in the hallways or put them in the dumpster without breaking them down.

If you plan on moving in over a weekend, you will need Association approval.

The Association reserves the right to require a moving deposit to protect against any potential damages.

Unit Sale and Listing

If you intend to list your unit for sale the CC&R's require that you notify Management in writing. You will need to provide the name and contact phone numbers for the real estate broker and listing agent. If this rule is not observed, then agents and brokers will not be permitted to conduct any business on the property. Additionally, please note that Section 4.9 of the CC&Rs requires that all signage visible from the exterior of a unit must be pre-approved by the Board of Directors.

Parking

If, at the time of your purchase, you additionally purchased one or more of the four total parking spaces, you know where the parking is located and specifically where your space(s) is located. Please park only in your assigned space.

Please park in the center of your parking space, and only park a vehicle that is of appropriate size for the parking space. The Association reserves the right to limit vehicle sizes allowed in the parking garage and in certain parking spaces. This size is to be determined. Parking spaces may not be used to park trailers, boats, or other recreational vehicles.

If you did not purchase a parking space, you may choose to purchase monthly parking from Republic Parking, operators of the several public parking lots in downtown, near R. Gray Lofts. Please contact Dee Kruse at (208) 368-7944 to make parking arrangements if you deem them necessary. Of course, you are free to contract for parking with any lot or parking provider.

Visitor parking is available along the surrounding streets. Vehicles may not block the alley. City of Boise rules for parking on the streets, the payment of parking fees and all other traffic enforcement rules or laws are applicable to guests and owners that choose street parking.

BUILDING SECURITY

DOOR KEYS

The Boise City Fire Department requires that it be provided with a master key to fit all locks in the R. Gray Lofts. A copy of the master key is placed in a secure Knox box on the building for the Fire Department to obtain access in the case of an emergency. Your Unit is on a strictly controlled master keying system and your individual Unit key will provide access to your unit only.

If you need to re-key your locks, you must use the Association approved locksmith to maintain the strict Master Key system in the building. Please contact Management and they will assist you with the name and contact information of the locksmith.

ASSOCIATION MEMBER ENTRANCE/EXIT DOORS

The main entry doors and entry doors in the parking garage are locked 24-hours a day. Owners must use their key fobs to enter the building. The key fobs are for Unit Owner use only. Please do not give out your key fob to anyone not residing in the building. If someone is trying to gain access into the building without a key fob please direct them to contact management.

ACCESS FOR VISITORS

All Unit telephones will be connected to the door access telephone, which is located outside the main entrance of R. Gray Lofts. Visitors can utilize this telephone by entering your unit number, which will call the number of the phone you provided. Once the visitor is identified, you can push #9 on your telephone to release the magnetic lock for entry. Only your unit number will be placed on R. Gray Lofts directory in the call box located outside the main entrance of R. Gray Lofts. This information must be given to any company (FedEx, UPS, etc.) from whom you are expecting a delivery. Once a visitor is permitted access into the building they may take the elevator to your floor. Cell phone numbers can be used for this system. Long distance phone numbers can NOT be used for this system.

MAIL AND NEWSPAPER DELIVERIES

The mailboxes are in the main lobby. You have been assigned a box and provided keys. The Association will not keep copies of these keys. In the event you lose your keys, it will be necessary to re-key the locks, which will be at your cost. If at any time your mail delivery exceeds what will fit in your box, the postman will leave a key in your box to one of the larger parcel boxes. After you insert the key to remove your additional mail, the key will not come out of the lock. The postman retrieves the key upon his next visit to the building.

A special key fob will be set up and given to the United States Post Service (USPS) and the Idaho Statesman for their access to provide delivery in the building. The Idaho Statesman will deliver newspapers to each door.

If you plan on being away from your unit for an extended period of time, please contact both the USPS and the Idaho Statesman to suspend delivery of the mail and newspaper as appropriate.

COURIER DELIVERIES

The security system prevents unauthorized persons from gaining access to the building. Outside delivery services such as UPS and Federal Express will need to be instructed to call you from the door panel and you will need to plan for someone to receive your package.

MAINTENANCE & CLEANING

Management arranges for maintenance services and for the cleaning of the common areas. If you experience any maintenance problems or concerns, please call the Management Company and they will arrange for the appropriate action be taken to assist you.

Maintenance and repair to individual heating and cooling systems is each Owner's responsibility. Your Association dues cover maintenance of the common area system. We encourage you to arrange for regular maintenance inspection by the heating, ventilation and air conditioning contractor. The contact information for the contractor being used to maintain the common area equipment is available through the Management Company.

Generally, all maintenance within your Unit is your responsibility. If needed, our maintenance staff is available to assist you with any interior maintenance. Any services provided will be billed to you. Please contact the Management Company to put in a maintenance request.

Exterior window cleaning is scheduled at least once per year. You will be notified of these dates at least one week before the day of cleaning. We can arrange to have the interior of your windows cleaned or the exteriors cleaned more frequently, upon request, for an additional charge. If you would like to make these arrangements, please contact us as soon as you receive your notification.

All equipment that operates the R. Gray Lofts is inspected at appropriate intervals and at least on an annual basis. While most of this equipment is in the common areas, we are required to inspect the fire sprinklers in each Unit as well. We will notify you in advance of the schedule for this inspection. Management personnel always accompany inspectors. Your presence is not required for this inspection, but you may be present if you prefer.

If you will be out of town, please let us know and be sure correct emergency contact information is on file. We will only enter your Unit in the case of an emergency such as fire, flood unless you direct us otherwise.

If at any time you have questions regarding maintenance, please feel free to contact Management.

Warranty Reporting

If you are having an issue with anything in your unit that you suspect might be a warranty item, please contact Management to report it right away. You will be required to complete a form to document the issue. Management will forward the form to the appropriate service provider for further action. The Association also suggests that you review the Preventative Maintenance Manual you will be provided for your unit. This manual contains more detailed warranty information.

After-Hours Emergencies

For an after-hours emergency, please call 208-343-4344. After-hours personnel rotate weekly so your call will be routed to the appropriate party. Please leave a voice message with your name, address and phone number and the on-call party will return your call. If your emergency situation requires immediate attention, call 911.

Emergencies Due to Elevator Malfunction

For emergencies due to elevator malfunction, please press the emergency call button in the elevator. This will call the elevator monitoring company and help will be on the way. If you are unable to get a response, call 911 for the fire department.

Annual Inspections & Entry to the Units

The Association is required by the CC&R's to make annual inspections of the entire property including the interiors of the units. The purpose of the annual inspections is to maintain compliance of the Preventative Maintenance Manual and any other warranty items that may occur. A member of the Management team will always accompany an inspector and advance notice shall be given to the unit owners.

Copies of the annual inspection reports will be shared with the Declarant. A video recording of the inspection may be done. Prior to any annual inspection the Association will send out a written notice with at least one (1) week advanced notice. Your presence during the inspection is not required but you may be present if you would prefer.

The Association does have the right to enter your unit with advance notice to perform maintenance and or repairs as necessary. The Declarant also has the right of entry with advance notice to cure and/or inspect any alleged construction issues.

Additionally, the Association reserves the right to enter a unit in the event of emergency to mitigate any damages and make repairs. Attempts to make prior contact with the unit owner will be made prior to making entry if time and damages allow. Notification after entry in the event of an emergency will always occur.

No Smoking

R. Gray Lofts is a Non-Smoking community. Smoking by an Owner or a guest is permitted ONLY inside a unit. If you smoke, you must not allow the smoke or the odor of your smoking to enter the common areas of the building. Smoking is prohibited in all common areas including the basement and garages. If an owner or an invitee chews tobacco, please refrain from expectorating on the floors and be sure to carry a container to dispose of it properly. Damages to common area as a result of tobacco usage will be repaired and costs will be billed back to the unit owner. Please make sure all of your guests are aware of this rule.

Exterior Building Appearance

R. Gray Lofts is a historic building and no modifications are permitted to any exterior surfaces without the prior written consent of the City of Boise and the Board of Directors. You should be advised that, because of the historical nature of the exterior, it is highly improbable that any modifications will be allowed to the exterior of the building.

Interior Alterations

Any interior alterations that will be visible from the exterior of the building or that may cause nuisances for neighboring units shall require prior written approval from the

Association. This shall include the installation of any hard surface flooring within your unit or changing of appliances. Interior alterations that also may change any structural components of the building also require approval. Please refer to the Architectural Guidelines for more information on requesting approval to making changes to you unit.

Window Coverings

Window tinting and non-approved window coverings are prohibited. Please review Section 4.9 of the CC&Rs which defines an Owner's Right with Respect to Interiors. The window coverings installed by the Declarant are approved. Please refer to the Architectural Guidelines for more information on requesting approval to making changes to you unit.

Signage

Signage and billboards may not be displayed for public view from any Unit or common area. This rule shall include "for sale" and "for lease" signs. The Declarant retains the right to have signage to advertise Units for sale.

Outside Drying & Laundering

No exterior clotheslines shall be permitted. Balconies and railings may not be used for drying either, including towels and bathing suits.

Balconies & Patios

Balconies and patios are to be kept in a clean and orderly manner. These areas are not intended to be used as storage. Items prohibited from these areas include but not limited to garbage, political signs, bicycles, or gardening equipment. These items should be stored in your storage area. Patios and Decks are not to be used for pet storage.

You may have approved exterior patio furniture, flower boxes, or pots. Please refer to the Architectural Guidelines for more information on requesting approval to making changes to you unit.

If your patio or balcony is plumbed with a gas outlet, then gas grills are permitted so as long as they do not cause a nuisance or fire hazard. Wood burning devices and charcoal grills are prohibited.

Please regularly check the area drains in your patio and keep them free of debris.

Garbage Services

There is one dumpster area on the property located in the rear of the building at street level. All items placed in the trash receptacle must be bagged then tied or knotted securely for sanitary reasons.

Any boxes need to be broken down before placing them in the dumpster for pick up. Please contact management to assist you with arrangement to dispose of any large items that would not be considered normal household waste. Trash is picked up once per week.

Storage Areas

One (1) Storage Area is assigned to each unit at the time of the original purchase of a condominium unit. Storage Area users are expressly prohibited from storing chemicals, hazardous materials or flammable liquids in this area. Please also refrain from storing anything that may increase the insurance rates for the Association or may be deemed as a nuisance. The maintenance of each storage unit is the responsibility of the user. The screening of your storage unit may be done at your expense and will require ARC approval. Owners are also responsible for insuring all contents within the storage unit.

These storage units are provided as an additional amenity to your unit. Nothing from the Association shall imply they are totally secure.

Cable Television/Satellite Dishes/Telephone

Cable One is available to the building. Contact Cable One at 208-375-8288 to subscribe. Cable One also provides high-speed Internet access.

No individual antennas allowed.

The Board is exploring placing dishes on the roof of the building which will be for common use and which will allow each owner to contract with the satellite service of their choice and to purchase the programming package of their choice. Please check with the management company for the status of this effort.

Century Link is a local telephone service provider and has DSL capability. They can be reached at 1-866-449-1979. Once you have phone service established, please contact management to set up the call system for the entry system.

To set up these services access to building mechanical rooms and restricted areas such as the roof may be required. Please contact the Owner Support Representative after setting an appointment with the installers so that they can ensure maintenance personnel is available to accompany the installer in these areas.

ELECTRIC SERVICE

Units are separately metered for electricity only. When you purchase your Unit, you will need to contact Idaho Power Customer Service at (208) 388-2323 to have service connected in your name. Failure to have the electricity connected in your name may lead to the Association back billing for the cost of the electricity plus late fees, and interest.

PET OWNERSHIP INFORMATION

If an Owner within the R. Gray Lofts desires to have a pet, a request should be submitted to obtain the written approval of the Board of Directors. Only two pets of any combination are allowed per unit and a pet may not exceed 100 pounds. The term “pets” excludes exotic animals such as reptiles, rodents or wild animals. Pets are allowed in the community as provided in the CC & R’s, Section 7.10 Animals/Pets.

To obtain this approval a pet agreement must be used to make the request. (An example of the Agreement follows.) Please contact management and they can provide you with a copy of this agreement. The unit owner will be asked to complete the agreement with all their pet information and sign off agreeing to adhere to more specific pet rules as identified in the agreement itself. Once this approval is obtained, the owner or resident will receive a signed copy of the complete a Pet Agreement. Please keep this approval in your records.

If an owner does not receive approval for their pet prior to having the pet on the property they will be considered in violation of the Association rules and are subject to rule violation notices which may include fines.

Assistive Animals are governed by Federal Law, which is controlling.

Provided in this information is a copy of the pet rules as adopted by the Board of Directors. The Rules control if there is any conflict with this summary.

REMODELING RULES AND CONSTRUCTION PROCEDURES

The Board of Directors has established rules and procedures as guidelines for owners who are remodeling an existing Unit. These rules exist to reduce the impact upon people occupying the building and ensure protection of the common area. Please review the CC&R’s for all requirements. It is the condominium owner’s responsibility to assure that their contractor (and subcontractors) is aware of and abide by these rules and procedures. Once the Board has approved a remodeling application, for all jobs

where a building permit is required, the Owner of the Unit shall secure the signature of their contractor on a copy of the construction rules acknowledging that the contractor has been advised of and consent to abide by the construction rules. The Association reserves the right to refuse access to contractors should there be violation or non-compliance with these established rules and procedures. Please contact management to obtain a construction agreement. **Any construction work including the delivery of materials may not commence until management has received an executed construction agreement and a construction deposit.**

A refundable "construction" deposit of \$5,000.00 is to be paid to the R. Gray Lofts Condominium Association prior to commencing work. These funds will be held by the Association to pay for any damages that are a result of construction or remodeling activity by an owner, complete unfinished work, purchase insurance coverage or pay for a lien placed on the building if applicable. Deposits will be refunded 10 days after receipt of the occupancy permit. Should there be damage to the common area; the deposit will be refunded within 10 days of correction less the cost of repair.

Owners are personally responsible for all costs that exceed the amount of the construction deposit, and that such damages may become a lien against the property in accordance with Section 9.8 of the Declaration.

CONSTRUCTION SUPERVISION, COORDINATION AND ASSISTANCE

Please refer to the CC&R's regarding the property owner's responsibility to notify the Management Company of their intent to perform construction or remodeling and provide a copy of the building permit. Please contact the Association Manager for the Management Company at 208-287-0136 to make the necessary arrangements. The Management Company will make arrangements for Building Maintenance Personnel to provide contractor assistance for deliveries and access to the building systems if needed. Advance notice is required to ensure maintenance staff availability.

MATERIAL HANDLING AND DELIVERY

Since R. Gray Lofts has only one elevator in the building, large deliveries should not be scheduled before 9:00 A.M. or after 5:00 P.M., or on weekends. All construction workers are required to use the stairway during business hours of 8:00 AM- 5:00 PM.

Please contact the Management Company a week or more in advance to schedule. All materials must be covered with a packing quilt or similar protection before entering the building to ensure protection of the walls, doors, etc. All materials must be stored within the unit. There are no staging areas within the building. Materials cannot be stored in the hallways or other common areas. Packaging cannot be placed in the hallways and must be hauled off site. Daily site cleanup is required.

PLEASE NOTE: The **Parking Facility** is **NOT** for deliveries. If the Parking Facility or the surrounding areas are damaged due to unauthorized use, you will be responsible for the costs of repair.

You are strongly encouraged to contact the management company for the contact information for contractors who are familiar with the building systems as this is likely to save you and/or your contractor a considerable amount of time and money. Interfacing with the building's electrical, alarm, HVAC and/or plumbing systems without interfacing with the contractors' that are familiar with same could result in you incurring extra costs to repair damage inadvertently caused by the lack of knowledge of the location and nature of those systems.

PHONE / PARKING / HOURS OF OPERATION

It is the Owner's/Contractor's responsibility to provide the Management Company with a phone number to contact the project supervisor during the construction period. The R. Gray Lofts does not have a phone for contractor use.

Working hours in the building are 8:00 Am-4 PM, Monday through Friday (except holidays). All Contractors must be out of the building by 5:00 PM unless facilitating deliveries. Exceptions can be made on a case-by-case basis by calling the Management Company.

TEMPORARY POWER / WATER

Any temporary power or water needed during construction is the responsibility of each Unit Owner

FACILITY USAGE

There is NO SMOKING in the common areas of the building!!!! If you or any Contractor chews tobacco, please do not expectorate on the floors! You are expected to carry a container to dispose of it properly. The cost of repairs for damage will be deducted from your deposit.

It is expected that all construction workers will act responsibly and respectfully while within the R. Gray Lofts. Profanity will not be tolerated. The use of power tools (i.e. nail guns or drills) should commence after 8:00 A.M. Music must not be played loudly enough to be heard outside the Unit.

All building areas including the elevators, corridors, restrooms, and balconies are to be kept clean. Contractors are to provide their own vacuum cleaner within the Unit and rugs for both outside and inside the door to prevent tracking into the hallways. Cleanup must be done daily. The Unit Owner is responsible for any and all damage caused by their Contractors, subcontractors and workers. Any damage will be repaired by the Building Supervisor, and the cost deducted from the deposit. Signage cannot be placed in the windows or corridors of the building.

Contractors are responsible for hauling their own trash and construction debris from the unit daily. Care is to be taken when removing trash and debris to ensure that the carpeting and walls are protected. All debris must be hauled away and cannot be placed in the halls or stairwells. Please do not use the R. Gray Lofts dumpster for construction debris. Arrangements must be made by the Owner/Contractor for a separate construction dumpster.

ELEVATOR USAGE

Elevator usage is not permitted at all for construction use.

SAFETY

It is the Owner's responsibility to ensure that their Contractors work within Federal, State, and local Safety Guidelines. Each Contractor must provide a fire extinguisher and first-aid kit within their project area. Contractors must provide proof of liability insurance and worker's compensation insurance to the Management Company before starting work.

KEYS

It is the condominium Owner's responsibility to give Contractors a key to the unit. If re-keying is required, it must be done through the Association approved locksmith as they have the building keying system.

ACKNOWLEDGEMENT

I/we fully understand the above construction requirements. I/we understand that the above requirements supplement the Declaration and are in addition to the obligations of the Declarations and Guidelines. I/we will assume responsibility for any and all damage to all common areas as a result of our construction and remodeling including but not limited to walls, ceilings, floorings and painted surfaces and understand that any cost incurred for cleanup, maintenance or repair will be withheld from the Construction Deposit. Without limiting an owners' responsibility, construction deposit funds may be used to complete unfinished work, purchase insurance coverage or pay for a lien placed on the building if required by the board. Deposits will be refunded 10 days after receipt of the occupancy permit. I/we understand and agree that I/we are personally responsible for all costs to repair damages that exceed the amount of the construction deposit, and that such damages may become a lien against the property in accordance with Section 9.2 of the Declaration. Contractors and Subcontractors must carry Liability Insurance of not less than \$1,000,000 and worker's compensation insurance. Owner(s) specifically agree they are severally liable for their Contractor's compliance, acts and omissions.

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

Owner: _____

Mailing Address:

Phone:

BUILDING SAFETY

The following is provided for informational purposes only and represents generally accepted safety procedures recommended by numerous public and/or private agencies. You agree to hold the Association, Management Company and the Board harmless of all claims.

Evacuation of the R. Gray Lofts may be necessary for a variety of reasons. Each person should be familiar with at least two escape routes. Please take the time to identify the nearest exits to your condominium and your parking space. Included at the back of this booklet are floor plans for the floors of the building.

FIRE & SAFETY INFORMATION

The majority of people succumb to smoke, poisonous gases, and panic. Panic in an emergency situation is usually the result of not having a coherent plan to follow. After you move in, take a few moments to develop an escape plan with alternatives to adapt to the emergency at hand. By doing so, you'll greatly increase your odds for survival.

Do's	Don'ts
Do have a fire extinguisher in your unit of the right type and use to fight a small fire, only if you can do so safely and the fire department has been called - 911.	Don't use elevators. Elevators are removed from service after the alarm is pulled.
Do use stairwell exits only.	Don't attempt to fight a large fire.
Do walk - don't run.	Don't take time to gather personal belongings.
Do move away from the building at least one block.	Don't return until "all clear" is given.

**FIRE EXTINGUISHERS ARE LOCATED BY THE STAIRWELLS ON
EACH FLOOR**

KNOW YOUR UNIT LAYOUT

Knowing the layout of your Unit is very important. In case smoke or flames block your escape, you may have to stay in your Unit and await rescue. Start by placing your key near your bed so you can find it easily. You may need your key to regain entry if smoke or flames block your escape route. Emergency lighting should activate automatically but have a flashlight handy.

KNOW YOUR WAY OUT

Find the fire exits closest to you and keep flashlights on hand for emergency purposes. If fire occurs, never use the elevator as an exit. Before an emergency exists, test the potential exits you would use. Make sure the doors open and stairways are clear of obstructions. Find the nearest fire alarm pull station. Examine it and be sure you know how to use it - even in the dark. Make a mental map of what lies between your Unit and the fire alarm pull station and the exit. Count doors and note other features along your path in case the hallway should be dark or filled with smoke. You may have to crawl along the wall to the exit door and the fire alarm pull station. A map of floor plans is located at the end of the book.

IF YOU HEAR THE FIRE ALARM:

1. Carefully check the door for heat or signs of smoke. If the door is cool and you do not see smoke, open the door slowly and go to the nearest EXIT. Remember to close the door behind you. Take your KEY so you can go back to your Unit if EXITS are blocked by smoke and flame.
2. DO NOT use the elevators because they are unsafe during a fire.
3. Proceed to the nearest EXIT or EXIT stairway. Have a secondary EXIT or EXIT stairway in mind in case your primary EXIT is blocked.
4. If you are concerned about your ability to negotiate the stairs or evacuate the building, please arrange for a "buddy" to assist you to the EXIT in case of an emergency. If you are a "buddy", please assist your friend to an exit.
5. If you CAN physically negotiate the EXIT stairs, do so. Proceed to ground level and go out to the street.
6. If you CANNOT negotiate the stairs, stay in your Unit and call 911 to let them know. This is the first place a firefighter would come to help you.

7. Be prepared to crawl low in order to stay below any smoke.

IF YOU DISCOVER A FIRE IN YOUR UNIT:

1. Leave your Unit immediately. CLOSE THE DOORS.
2. Activate the alarm system.
3. If smoke obscures normal vision, use your knowledge of the number of doorways between your Unit and the stairwell as a guide to the EXIT.

IF YOU CANNOT EXIT FOR ANY OTHER REASON:

1. Keep the good air inside and smoke-filled air out by:
 - a. Stuff wet towels in air vents and cracks around doors.
 - b. Turn off all room thermostats and air conditioners.
 - c. DO NOT break windows.
2. Signal your location to firefighters by hanging a sheet out a window that can be opened. (Be sure to close the window again after you have secured the sheet.) If possible, telephone 911 to indicate your location in the building. Go out on your balcony.
3. If smoke or fire begins entering your Unit, cover yourself with a wet blanket, put a towel over your face, and lie down on the floor to await rescue.

PLEASE ACT AS IF EVERY FIRE ALARM INDICATES THERE IS A PROBLEM THAT NEEDS CORRECTIVE ACTION.

OTHER SAFETY INFORMATION

MEDICAL EMERGENCY

1. Call 911.
2. Give R. Gray Lofts name and address.
3. Give floor number and location of an ill person.
4. Give the door access code if appropriate.
5. Give your name and a phone number near the ill person.
6. Give the details of the emergency.

7. Tell 911 if the person is conscious or unconscious.
8. Don't move the person.

PERSONAL SECURITY

Security codes on the doors are important in keeping R. Gray Lofts secure. Please give out codes only to those who need them. Also, please report any suspicious activity immediately to the Police and then to Verity Property Management. If you think the codes need changing, they probably do...please call us.

1. Get to know your neighbors and other R. Gray Lofts occupants. BE AWARE! Trust your instincts. If you sense that you or your neighbors are in danger, assume you are right.
2. Notify authorities as soon as possible by calling 911.
3. Report all suspicious persons and activity immediately to building management at 208-343-4883.
4. If you are being robbed, it is generally best to cooperate and do as you are told, until you can escape or summon help. For your personal safety, give up your purse, wallet or valuables if they are demanded.
5. The best self-defense is escape. Anything you can do to give yourself a head start is to your advantage.
6. Try to stay calm and alert in a threatening situation. Be especially aware of your environment. Where are the exits? Who can help? Where can you go for safety?
7. Escape to the nearest place where people and a telephone can be found. Don't be afraid to cause a commotion. The last thing an attacker wants is attention from bystanders.

EARTHQUAKES

1. If an earthquake should occur, remain calm.
2. Stay indoors.
3. Move away from chandeliers, skylights, windows and glass objects.
4. Stay away from tall freestanding furniture such as bookcases.

5. Take cover inside the hallway, in a doorway or a corner.

If you are in an elevator when an earthquake occurs:

1. Remain calm.
2. Be prepared for the elevator's power to shut down and the lights to go off and for the possibility that the elevator may become jammed in the shaft; however, even if it does, the shaft should be safe from falling objects.
3. Wait for an emergency team when the quake is over. Be patient, it may take some time for help to arrive.
4. Use the elevator phone or a cell phone to call 911.

EMERGENCY TELEPHONE NUMBERS

EMERGENCY	911
FIRE DISPATCH (NON-EMERGENCY)	(208) 377-7351
AMBULANCE/PARAMEDICS (NON-EMERGENCY)	(208) 375-7048
POLICE (NON-EMERGENCY)	(208) 377-6790
IDAHO STATE POLICE (NON-EMERGENCY)	(208) 334-3731
POISON CONTROL	(800) 860-0620
SAINT LUKE'S HOSPITAL EMERGENCY	(208) 381-2235
SAINT ALPHONSUS HOSPITAL EMERGENCY	(208) 367-3221
ELEVATOR EMERGENCY	(800) 233-6847
OPPENHEIMER DEVELOPMENT CORPORATION	(208) 343-4344
LOCKSMITH	(208) 336-4742

ASSOCIATION RULES

The rules for the Association may be adopted, amended, or changed by a majority vote of the Board of Directors. The Board has the authority to establish fines for rule violations along with other remedies. The rules in the Association apply equally to all members including those serving on the Board. If rule changes occur an update will be distributed to all members. In the event of an inconsistency or a conflict between the rules and the governing documents of the Association, the governing documents shall prevail.

Owners are responsible for rule violations created by their lessee, occupants, or invitees and any fines or expenses incurred due to said violation.

If you wish to report a rule violation, for the protection of all parties you must report it in writing. Verbal reports will not be taken. Reports of rule violations must have specific information including the nature of the violation, the date & time the violation occurred, and the unit number of the party causing the violation. Management will not be able to verify all reports of violations such as someone witnessing pet waste not being cleaned up, but a courtesy letter may still be issued.

If a rule violation occurs, you will receive a courtesy letter notifying you of the violation. A fine will exist on a first infraction only if damages have occurred. Upon a second violation of the same nature you will receive a fine. If you receive a fine for a rule violation, you may request in writing a hearing before the Board of Directors to appeal the decision. Fines may continue and may increase with each violation unless alternative enforcement procedures are identified per the CC&R's or guidelines. The Board of Directors will establish the fine schedule. Fines may be assessed in addition to the expense to repair any damages.

R. Grey Lofts Condominium Association
Pet Rules, Regulations and Agreement

THIS AGREEMENT made on this _____ day of _____ by and between

Owner of or Tenant in condominium number _____ the R. Grey Lofts
CONDOMINIUMS, hereinafter referred to as Owner, and the Board of Directors of R.
Grey Lofts CONDOMINIUM ASSOCIATION, by and through its PET COMMITTEE
which has been vested with the jurisdiction and authority to approve or reject pets in the
building, enter into pet agreements with Owners and to assume responsibility to enforce
the Pet Rules, Regulations and Agreement, hereinafter referred to as Board,

WITNESSETH:

1. Owner owns and will have living in said condominium unit the following pets:

Name _____
Breed _____ Age _____ Weight _____

Name _____
Breed _____ Age _____ Weight _____

2. In consideration of the Board consenting to allow my pet(s) to be kept or permitted
within my condominium unit, and with respect for the comfort and peace of mind of
my residential and commercial unit neighbors, I, owner, hereby agree to the R.
Gray Lofts Condominiums Pet Policy as follows:

A. **SCREENING/REGISTRATION:** Pet owners must complete the Pet Application
Form to be approved by the Board of Directors before occupying unit.

B. **PERMISSABLE PETS:** No more than two pets defined as non-exotic domestic
animals, may be maintained in any resident unit. The term "pets" excludes
reptiles, rodents, and other wild or exotic animals. Pets may not exceed 40
pounds in weight and may not exhibit aggressive behavior towards other animals
or towards any person in the building.

C. RESTRICTIONS

1. Pets shall not be kept, bred, or used for any commercial purpose. All cats, dogs, rabbits, and ferrets must be spayed or neutered by six months of age unless a veterinarian deems the procedure medically unsafe as evidenced by an affidavit to such effect and which Owner shall copy to the managing agent.
2. Pets must be confined to the pet owner's unit and must not be allowed to roam free or be un-tethered. Pets must not be left unattended on patios or balconies. Pets in transit are to be carried, restrained by a leash (of less than 6 feet in length), or placed in an animal carrier.
3. Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in heavy-duty plastic bags which shall be deposited in the trash room located in the exit of the parking garage. Cat litter may not be disposed of in toilets. No pet waste may be dropped down trash chutes.
4. Pet caregivers are responsible for cleaning up after any pet accidents or activities, and for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used to remedy said damage is also the full responsibility of the pet owner.
5. Animal Owner and/or Unit Owner agree to notify management if they will be out of town and the animal will be left in the unit. In all cases where a third party is responsible for the animal, Animal Owner and/or Unit Owner, prior to leaving town, will provide managing agent the contact information for the individual or entity responsible for caring for the animal. Animal Owner and/or Unit Owner will not provide said individual or entity access codes to any floor other than the floor on which Animal Owner and/or Unit Owner resides and will not provide the code to the front door of the lobby but will provide key access only.
6. All animals must be continuously licensed and inoculated as required by law and owner must provide managing agent with copies of the inoculation records annually. Any unlicensed animal may be summarily removed from the premises by Animal Control at the request of any member of the Board of Directors or the Pet Committee.
7. No pet shall be allowed to become a nuisance, create any unreasonable disturbance, or threat to building occupants thereof. Examples of these behaviors for the purposes of this paragraph are:

- a. Pets whose unruly behavior causes personal injury or property damage.
- b. Pets that make noise continuously and/or incessantly for a period of ten minutes or intermittently for one hour or more to the disturbance of any person at any time of day or night.
- c. Pets in common areas that are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in a pet carrier.
- d. Pets that relieve themselves on walls or floors of common areas.
- e. Pets that exhibit aggressive or other dangerous or potentially dangerous behavior.
- f. Pets that are conspicuously unclean or parasite infested.

This is not intended to be an all-inclusive list of behaviors that may constitute a nuisance but is intended merely to provide some examples of unacceptable behaviors.

- 8. Notwithstanding any other provision herein, disabled individuals may keep assistance animals in their units though, for the sake of uniformity, said animals shall be registered with the managing agent. Furthermore, nothing herein shall hinder full access to the units and the common areas by individuals utilizing their assistive animals. The Association intends to comply with all provisions of the ADA act, as amended from time to time.
- 9. Residents are responsible for the pets of guests who visit their unit; such pets are subject to the same restrictions as resident pets. No pet(s) of guests can stay in the unit for more than 14 days (consecutive or staggered) in any one-year period without prior written permission of the Board of Directors which shall be secured in the manner provided herein.
- 10. Pet caregivers shall indemnify the association and hold it harmless against loss or liability of any kind arising from their pet(s).

D. Enforcement

- 1. Any resident or managing agent personnel observing an infraction of any of these rules shall discuss the infraction in a neighborly fashion with the pet caregiver to secure voluntary compliance. If the complaint is not resolved, it must be put in writing, signed, and presented to the Board of Directors and managing agent. The managing agent shall be responsible for forwarding the complaint to the Board of Directors and to the Pet Committee. If the Board agrees with such complaint, the pet caregiver will receive written notice of the violation.

2. Upon the second notice of violation of the pet policy, the Board may, but is not required, to schedule a meeting to consider further sanctions. Notice of the meeting shall be provided to the pet owner and/or unit owner not less than 10 days nor more than 30 days prior to the meeting. At the meeting, the pet owner and/or unit owner shall be entitled to appear and present such information as they deem appropriate. The Board may impose such sanctions as are permitted by this pet policy, the Bylaws and/or the CC&Rs. The Board of Directors may require the permanent removal of any pet, if such pet is determined by the Board to be a nuisance or a danger to the housing community and its residents. If so determined, the pet caregiver will have 24 hours to remove the pet from the premises.
3. The Board of Directors also has the authority to assess and collect fines for violations of the by-laws pertaining to pets and to assess and collect amounts necessary to repair or replace damaged areas or objects.
4. In the event that any member of the Board of Directors or the Pet Committee observes an animal residing in the building that has not been registered as provided herein, any individual member of the Board or the Committee may instruct the managing agent to contact the pet owner and/or unit owner, in writing, posted on the door of the unit in which the animal resides, giving

Notice that the pet owner has a period of 2 business days to initiate the registration of the animal as provided herein and to complete the registration of the animal within 5 business days by completing and returning all of the required forms and documents as provided herein.

I understand and agree to fully comply with this Pet Policy

Agreement. DATED this____, of _____20 ____

Pet Owner/Unit Owner_____

Pet Owner/Unit Owner_____

The animals described herein are accepted and permitted in the R. Grey Lofts Condominium Association.

Pet Committee Member_____

Oppenheimer Development Corporation

Recorded at the Request of
R. Grey Lofts Owners Association, Inc.
c/o Oppenheimer Development Corporation
877 W. Main Street, Suite 700
Boise, ID 83702

**LEASING RULES FOR THE
R. Grey Lofts
OWNER'S ASSOCIATION, INC.**

1. The Board of Directors of R. Grey Lofts Owner's Association, Inc. in the exercise of the power granted in Paragraph _____ of the CC&R's and paragraphs _____, and _____ of the Association Bylaws adopts the rules set forth below for the benefit of the Association as they pertain to the condominiums which are legally described as Units 1 through _____, inclusive, of the legal description set forth in Exhibit A, attached hereto and incorporated herein. Additional reference information is as follows:

SEE EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN

2. Whereas the CC&R's provide:

7.3.4. Owners shall not be entitled to rent and/or lease their Units without the prior written approval of the Association. All lease or rental agreements must be in writing and a copy of such shall be delivered to the Association for inclusion in its books and records.

3. Whereas the Board, in furtherance of enforcing the CC&R's of the Association and for the purpose of providing a standardized set of rules for the benefit of all of the residents and Owners within the project, have adopted rules designed to standardize the process while protecting the rights of the Owners and Lenders involved in the project as set forth herein.
4. The numbers of rental units allowed in the complex are a total of _____ units. This number was determined by reference to the rules governing lending practices of FHA, Freddie Mac and Fannie Mae, and other lenders as being the number of rental units allowed before a project no longer qualifies as a property intended, primarily, for Owner occupancy. Once _____ of the units are established as rentals, anyone else wishing to lease out their unit must notify the Association in writing and will be placed on a waiting list. Waiting list priority is established on a first come first served basis, in other words, the

first to apply is first on the list. Please contact the Association management company to obtain the form to submit for approval for leasing.

5. After the Board approves an application to rent a unit, the owner must have a lease in place within 90 days of being approved to lease. The term of the lease shall be not less than 30 days or more than 360 days in length. The lease term shall commence within 30 days of the execution of the lease. No occupancy by a tenant shall commence and no tenant shall be allowed into possession of the leased unit until the Board specifically authorizes and approves the lease agreement and approves the supporting documents identified below. If the unit is not leased within 90 days of Board approval of the application to lease the unit the owner will be moved to the bottom of the waiting list and the next person on the list will be contacted by the Board to determine if they want to rent their unit.
6. In order to have the Board authorize the leasing of a unit, the following documents must be provided to the Board **NOT LESS THAN 7 DAYS PRIOR THE COMMENCEMENT OF THE LEASE:**
 - A copy of the written management agreement for the rental unit if the Owner of the Unit does not live within a 3-hour drive of the property
 - A fully executed copy of the lease
 - A signed application
 - A criminal background check
 - A credit check
 - A reference verification
 - An employment verification
 - A prior rental history verification
7. In those instances where the rental application has been verified as required by either the Company managing the Association or another, professional property Management Company, the documents will not be required to be submitted to the Board. However, all the documents shall be submitted along with a cover letter from the professional management company to the management company managing the Association for inclusion in the files of the Association and to assure that the Board is able to properly track lease expiration dates, move in dates and the like.
8. You must notify the Association in writing 30 days prior to the expiration of any existing lease or within 5 days of a lease termination. Once a lease has expired the owner will be given another 30 days to re-lease the unit from the date of expiration or termination of the existing agreement, provided that the total term of the lease, from the original lease commencement date shall not exceed one year. If the owner does not obtain a lease

within these 30 days then the unit will be removed from the approved to lease list and moved to the bottom of the waiting list. The next owner of the next unit on the waiting list will then be given the opportunity to lease that unit. At the end of all one-year lease terms, the leased premises shall be removed from the approved to lease list and placed at the bottom of the waiting list in order to afford all residents an equal opportunity to lease their premises. If there is no waiting list, the leased premises shall, at the owner's request, remain on the approved to rent list and may be relet to the existing tenant or another tenant at the owner's discretion.

9. For the mutual benefit of all residents, no prospective tenant will be approved to occupy a unit if:
 - They have pled guilty to or been convicted of a felony within the past 10 years
 - They are on parole from any penal institution
 - They have pled guilty to or been convicted of any gun related offense
 - They have been convicted or pled guilty to a sex crime or sex related crime
 - They have a rental history that includes damage to the leased facility or the common areas thereof.
 - They have a rental history of excessive noise or any other disruptive behavior which disturbed the rights of neighbors to the quiet enjoyment of their premises.
10. All leases must be in writing and must contain a provision that, subsequent to the commencement of the lease term, the tenant is determined to have made any misrepresentation concerning his or her or their background that the lease is terminable on not more than 30 days' notice of termination. An Owner, upon receipt of written notice from the Association of a violation of this provision, shall have 10 days to initiate termination of the lease and shall be permitted 60 days to have the tenant vacate the unit. If the Owner fails to initiate termination or have the tenant removed, the Owner is subject to fines from the Association of \$100.00 per day of the violation.
11. All leases shall expressly provide that the tenant(s) will adhere to all provisions of the CC&R's and current Association rules. A copy of the current rules and CC&R's of the Association shall be attached to and incorporated into the written lease agreement between the Owner and the tenant.
12. All leases must require a minimum security/damage deposit of \$____.00 which sum shall be made first available by the unit owner to repair any damage to any common areas caused by the unit's tenants. Additionally, the tenant or owner of the leased unit shall

pay to the Association the sum of \$250 as a fee for the increased usage of common areas and other operational costs associated with the operation of the Association and the complex. The \$250 fee shall not be refundable, shall not be used to offset any damage or excessive wear to the common area, and shall not be used as a “credit” against any sums owed to the Association as a result of the tenancy. In the event that the security/damage deposit is inadequate to repair or replace common area elements damaged by a tenant, the owner will, within 30 days of written demand therefore, reimburse the Association for all such costs incurred in restoring common area elements to the condition prior to the damage.

13. All leases must have a provision requiring that the tenant park only in spaces assigned to the unit and that the total number of parking spaces available to the tenant shall not exceed the number of spaces assigned to that unit by the CC&Rs.
14. All owners approved to lease their units will comply with all Fair Housing Laws, ADA laws and the laws of the State of Idaho applicable to the leasing of units.
15. All owners approved to lease their units shall and do hereby agree to indemnify and hold harmless the Association, its officers, directors, agents, and employees from any, all and every claim that may be asserted by any tenant, their guests or invitees against the Association, its officers, directors, agents, and employees arising in connection with the leasing, use, occupancy, violation of any law, regulation, rule or decision pertaining to the ADA, Fair Housing and all other claims brought, filed, prosecuted or made by any tenant, guest of the tenant or invitee of the tenant on the premises, including, but not limited to, any claim based upon premises liability, negligence or otherwise. Applying for permission to lease a unit shall be deemed to accept this indemnity provision and no further signature or documentation shall be required in order to trigger this indemnification provision in the event that an action, claim or demand is received naming the Association or its officers, directors, managing agent, employees or members as a party. The right to indemnification includes all costs, attorney’s fees and damages paid or incurred by the Association or any indemnified person, agent or member identified above.

The above stated Rules were duly and regularly adopted by the Board of Directors of the R. Grey Lofts Owners Association, Inc.

Dated:

Secretary of the Board

STATE OF IDAHO)

COUNTY OF Ada) : ss.

On this _____ day of _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

ANIMAL APPLICATION FORM FOR R. GREY LOFTS CONDOMINIUMS

1. Name of Applicant/Pet Owner:
2. Applicant's Address: Phone Number:
3. Unit where pet will reside:
4. Name of animal:
5. Type of animal: (dog, cat, bird, etc...)
6. Breed of animal:
7. Animal's age and weight:
8. Are the animal's vaccinations current?
9. Is animal spayed or neutered?
10. Name, address and phone number of veterinarian:
11. Is the animal currently licensed?
12. Emergency Contact Information:

Name: Phone:
13. Permission to let emergency contact in your unit if necessary?
14. Has the animal ever caused injury to others or been the subject of a lawsuit? If so, please provide details of the incident(s):

Attach photo of pet(s) here: