

**RULES AND REGULATIONS  
FOR  
HANLEY LOFTS**

The following Rules and Regulations (the "Rules") were adopted by the Board of Directors of the Hanley Lofts Condominium Association ("Board") and may be added to, amended, or repealed at any time by the Board. These Rules were designed to accomplish three purposes: (i) protect the integrity and condition of Hanley Lofts (the "Community") and each Owner's investment; (ii) provide a safe and pleasant living environment for all Owners and Tenants; and (iii) to supplement and clarify the Declaration of Covenants, Conditions, Restrictions and Easements for Hanley Lofts (the "Declaration").

Hanley Lofts is a portion of a larger development and is subject to the provisions of the Master Declaration of Covenants, Conditions, Restrictions for Coeur d'Alene Place Master Association (the "Master Declaration"). Owners are also "Owners" as that term is defined in the Master Declaration and are subject to the Master Association Documents.

Under the terms of the Master Declaration, Declaration, the Bylaws and these Rules and Regulations, Owners are responsible for making their Tenants and guests aware of the Master Declaration, Declaration, the Bylaws and these Rules. Owners will be held responsible for their own actions as well as the actions of their household members, guests and Tenants.

**1. Definitions.** The terms defined below are used in these Rules as so defined. The terms defined in the preamble to these Rules are used in these Rules as so defined. Capitalized terms not defined herein have the same meaning ascribed them in the Declaration.

1.1 Association: means Hanley Lofts Condominium Association, an Idaho nonprofit corporation, formed by Declarant in conjunction with the creation of the condominium regime, the Members of which are the Owners of Units as provided in the Declaration.

1.2 Committee: means Architectural Control Committee as appointed by Declarant or the Board, as provided in the Declaration.

1.3 Common Areas: means the entire Property, excluding only the Units and, without limiting the foregoing, including the Limited Common Elements. The rights and restrictions pertaining to the use of the Common Elements are further described in the Declaration.

1.4 Garage: means an enclosed garage appurtenant to a Unit used primarily for storage of a Vehicle.

1.5 Owner or Owners: the record holder or holders of title of a Unit. This includes, without limitation, any person having a fee simple title to any Unit, but excludes, without limitation, persons or entities having any interest merely as security for the performance of any obligation. Further, if a Unit is sold under a recorded contract of sale to a purchaser, the purchaser, rather than the fee owner, is considered the "Owner."

1.6 Person: means any individual or any corporation, joint venture, limited liability company, limited partnership, partnership, firm, association, trust, or other similar entity or organization.

1.7 Property: the real property described in the Declaration, together with every building, improvement or structure thereon, and every easement or right appurtenant thereto, and all personal property intended for use in connection therewith or for the use, benefit or enjoyment of the Owners.

1.8 Residents: means generally, those individuals who live on the Property as an Owner or Tenant.

1.9 “Unit” a physical portion of the Property designated for separate ownership, which includes a living space and a Garage. The walls, floors or ceilings are the boundaries of a Unit, and all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof shall be deemed part of the Unit. All other portions of the walls, floors, and ceilings, including, without limitation, the balconies, and the entirety of all window glass, window frames, and window seals, are part of the Common Elements. In interpreting this Declaration, the Survey/Plan, and deeds to Owners, the existing physical boundaries of the Unit as originally constructed or as reconstructed as permitted in this Declaration are conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the Survey/Plan or deeds to Owners, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown in the Survey/Plan or deeds to Owners, and the actual boundaries of the Units.

1.10 Tenants: means any person who occupies a Unit rented or leased from the Owner.

1.11 Vehicle: means all cars, trucks, motorcycles, off-road vehicles, boats, snowmobiles, campers, trailers, recreational vehicles, and all other vehicles.

2. **Conduct and Behavior.** Residents and guests must exhibit conduct that will ensure the well-being of the Community. Any action or behavior resulting in unsafe conditions or practices, discourteous conduct, harassment, or any action that impairs the rights and privileges of other Residents or guests may result in a monetary penalty assessment and/or loss of privileges.

3. **Nuisances.** No noxious, illegal, or offensive activities may be carried on in any Unit, or in any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each other Resident, or which may in any way increase the rate of any insurance carried for the benefit of the Property, or cause any insurance policy to be canceled or to cause a refusal to renew the same, or which will impair the structural integrity of any building or improvement. Any question with regard to the interpretation of this Section will be determined by the Board in its sole discretion.

4. **Noise.** Residents must be respectful of others' right to peaceful enjoyment of the Property. Residents shall avoid unreasonable noise disruptions that interrupt sleep or peace. Residents and their guests are expected to restrict noise between the hours of 10:00 p.m. and 8:00 a.m. and to follow all statutes and ordinances concerning noise restrictions, as applicable.

5. **Smoking.** Smoking of any kind or type, including without limitation, cigarettes, cigars, pipes, other tobacco products, or illegal substances is prohibited within 50 feet of any building located on the Property.

6. **Garbage.** Garbage must be kept in closed plastic receptacles and emptied at least every 7 days. Closed plastic receptacles must be approved or provided by a contracted collection service. Garbage and recycling receptacles must be kept within a Garage and out of sight, but may be put outside and in front of Owners' Garages after nightfall on the night before of a contracted collection service scheduled pickup. Garbage bins must be brought inside by the night of pick up. Plastic bags containing garbage, loose trash or recycling are not to be set on the ground for sanitation, wildlife and aesthetic concerns.

7. **Pets and Animals.** No animals shall be raised or maintained within any Unit, except that no more than 2 cats and 2 dogs may be kept within any Unit, with the right to keep all dogs being conditioned by a requirement that (i) all dogs be kept leashed and otherwise under strict control at all times when in the Common Elements and (ii) the Resident responsible for such animal promptly disposes of any animal waste that is deposited on the Common Elements and (iii) the Resident indemnifies the Declarant and the Association and hold them harmless against loss or liability of any kind arising from that Resident having any animal at the Property and provides evidence of liability insurance with a coverage amount set by the Board from time to time. Dogs which in the reasonable determination of the Board are determined to be a threat to safety of the occupants of the Community, will not be allowed on the Property under any circumstances. Any Person bringing or keeping a pet on the Property will be absolutely and strictly liable to other Residents and their guests for any damage to persons or property caused by any pet brought upon or kept upon the Property by such person or by members of his or her family, guests or invitees.

8. **Rental Rental/Leased Property.** An Owner may lease the Owner's Unit or any portion of a Limited Common Element appurtenant only to the Unit to any lessee on such terms and conditions as they may agree, subject to the following:

- (a) no lease or rental agreement may relate to less than the whole of any Unit;
- (b) no lease or rental agreement may be for less than thirty (30) days;
- (c) no lease or rental agreement for a Unit may be for any purpose other than residential purposes;
- (d) any lease or rental agreement must be in writing and provide by its terms that the lease or rental agreement is subject in all respects to the Project Documents;
- (e) any failure by a lessee to comply with the terms of the Project Documents is a default under the lease, whether or not it is expressed therein, and the Owner is liable for any costs incurred which result from the lessee's actions; and
- (f) no Unit may be the subject of any "timeshare" or other similar agreement. .

9. **Access to Drive and Pathways.** No Vehicle or object of any kind shall obstruct the access drives or pathways through the Property.

10. **Grounds Upkeep.** The Association will maintain the irrigation system, landscape lawn areas, parking areas (except for the driveway in front of individual garages) and the access drives.

11. **Vehicles.** All Vehicles must abide by traffic laws and rules, including posted speed limits, street parking rules, and licensing requirements. Owners may be fined for violation of traffic rules or laws. Vehicles must be kept in good working order so as not to cause undue noise disturbance or be deemed a nuisance. In addition to the terms and restrictions set forth in Section 8.13 of the Declaration, no abandoned,

unlicensed wrecked or inoperable vehicles of any kind shall be stored or parked on the Property except in emergencies. No Vehicle repairs are permitted on the Property. All Vehicles which are inoperable or unlicensed shall be subject to towing and removal at the Resident's risk and expense.

**12. Parking.** There is a limited amount of parking spaces available on the Property. Owners must park in designated areas only. Parking is not permitted on grass, along roadways marked "No Parking", in fire lanes or any other area not designated. All signs posted with parking restrictions must be followed.

12.1 Visitor Parking. No visitor parking shall continue for more than 48 hours. Any Vehicle that has not moved in 48 hours will receive a notice on the Vehicle giving 48 hours to move the Vehicle or asking to obtain permission for extended parking from the Board. Vehicles without special permission or unauthorized Vehicles will be towed at owner's expense.

12.2 Owner's Parking Spaces. If an Owner's garage has been blocked by another Vehicle, the Owner may have the Vehicle towed at the expense of the Vehicle owner. Upon request by an Owner, the Association will provide to such Owner a "right-to-tow" letter.

12.3 Driveway Parking. Vehicle's parked in a parking space or driveway other than the designated space sold to the Unit will subject car owner to be towed at owner's expense and without notice.

12.4 Emergency Parking. No emergency or temporary parking or storage shall continue for more than 72 hours.

**13. Garages.** Garages are for the storage of Vehicles. Garages should not be used primarily for storage of anything other than Vehicles. Residents are required to keep their Garage doors closed except when in use.

**14. Modifications to Property.**

14.1 Structural Modifications. No Resident shall perform an act or any work that will impair the structural soundness of the Unit in which they are located.

14.2 Exterior Modifications. No Owner shall modify, alter, repair, decorate, redecorate, or improve the exterior of any building or any of the Common Areas without the express written approval of the Committee and issuance of any required permits. This includes but is not limited to patio construction, fence installation, landscaping modifications and exterior painting. No items may be attached to the outside of the exterior of the buildings or garages for any reason.

14.3 Fencing. No fencing is permitted to be installed without prior written consent of the Committee and must be submitted with a proposed layout. All fencing must be consistent in size, style, and color to the other fencing used within the Community.

14.4 Seasonal Lighting. Seasonal lighting may only be hung for the relevant holiday or season and must be removed within a reasonable time thereafter. Patios. and porches shall not be used for storage. All porches or patios must be kept clean and clear of all items that adversely affect the exterior appearance of the Community. Hanging of clothes, towels, rugs or other items on the porches or patios is not permitted. Patios or balconies should

not be used for anything except patio furniture, flower boxes and plants; they are not to be used for storage under any circumstances.

14.6 Barbeques and Outdoor Fireplaces and Outdoor Heaters. Grills or barbeques may not be used on any Owner's deck, except small gas grills with propane tanks. Tanks shall not exceed one pound in size. No barbeques, outdoor heaters, outdoor fireplaces, chimneys, manufactured fire pits, fire bowls, smokers, charcoal or open flame devices of any kind are permitted.

14.7 Signs. Signs advertising Units for sale or rent may be displayed on the Property without prior approval of the Board provided that such signs must be of reasonable and customary size, shall not display a sale price or rent amount and shall be displayed only at such location or locations as shall be designated for such purpose by the Board. No signs of any kind may be displayed to the public view on any Units or on any portion of the Property, unless first approved by the Board in its sole discretion. The foregoing notwithstanding, Association may post sales and marketing signs at the Property and may include prices on such signs.

**15. Covenant Violation Policy and Procedure for Imposition of Fines.** The Association, acting through its Board of Directors, shall have the standing and power to enforce all the Declaration and these Rules. Enforcement procedures under these Rules may be exercised independently of any authorities. Failure by the Association to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so. Pursuant to I.C. § 55-115 violation of the Declaration or these Rules may result in fines being imposed upon the Owner according to the fine and enforcement policy adopted by the Board.

15.1 Reporting of Violations: When a Person witnesses or is involved in a violation of the Declaration or these Rules they must report it to the Board as soon as possible so the accident can be prevented, but at least within 1 week after the violation occurred. A report may be made to the Board during an inspection, in person, in writing, by email, by phone, or through an online system if applicable.

15.2 Notice of Violations. When a violation occurs the Board may notify the Owner of the violation in the manner described below:

(a) Courtesy Letter. The first time an alleged violation is reported, a courtesy letter will be mailed to the Unit of the responsible owner describing the alleged violation and asking for correction of the alleged violation within a specific time frame.

(b) Notice of Violation. If the alleged violation has not been corrected in the time frame described in the courtesy letter, it is assumed to be a valid violation and a notice of violation is sent with a specific time frame for correction. This letter includes a description of the similar and/or continuing violation, governing document reference, explanation of the fining process, and information on how to request a hearing from the Board regarding the violation.

(c) Fine Notice. If the violation described in the "Notice of Violation" has not been corrected in the time frame required, a "Fine Notice" is sent to the Owner. The "Fine Notice" includes a specific time frame to correct the violation, a description of the similar and/or continuing violation, governing document reference, the specific amount of the fine



and the date for which payment of the fine is required. The amount of the fine is determined by the Board in accordance with Schedule 1 attached hereto.

**16. Interpretation.** Wherever in these Rules the context so requires, the singular number will include the plural, and the converse; and the use of any gender will be deemed to include all genders. In the event of any conflict, the following documents will control in the order stated: (i) the Master Declaration and supplements/amendments, (ii) the Declaration and supplements/amendments, (iii) the Articles of Incorporation of the Association, (iv) the Bylaws of the Association, and (v) these Rules and supplements/amendments. Section captions in these Rules do not have any independent meanings. The provisions of these Rules must be liberally interpreted and construed to provide maximum flexibility consistent with the purposes set forth herein, including the Preamble.

*[signature page follows]*

**SIGNATURE PAGE**  
**TO**  
**RULES AND REGULATIONS**  
**FOR**  
**HANLEY LOFTS**

ADOPTED by the Board on May 26, 2022

  
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JOSEPH M. FRANK, President

  
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ANDREW A BENADO, Vice President

  
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JENNIFER M. FRANK CHAPARRO, Secretary and Treasurer

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Schedule 1

Fee Assessment Table

Offense	Amount
First violation	\$100.00
Second similar and/or continuing violation	\$250.00
Third similar and/or continuing violation	\$500.00
Fourth similar and/or continuing violation	\$1,000.00