

WILLOWBROOK HOMEOWNERS ASSOCIATION

Resolution of the Board of Directors

HOPA COMPLIANCE RESOLUTION

"Housing for Older Persons Act" (HOPA).

Willowbrook Estates Homeowners Association is intended to be a community providing "housing for older persons" under the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601-3619) AND The Housing For Older Persons Act of 1995.

BE IT RESOLVED that at a duly noticed and conducted meeting of the Willowbrook Estates Homeowners Association Board of Directors, held on the 1 5th day of April 2015 at which a quorum was present, the following resolution was reviewed and adopted:

Whereas, the Willowbrook Estates Restated Covenants, Conditions and Restrictions (i.e.: CC&R's) Article VII, Section A. (Property Use Restrictions) requires that no lot shall be used except for single family residential purposes. To the extent permitted by law, no family may regularly reside upon a lot unless at least one resident fifty-five (55) years of age or older resides upon or occupies said lot. This shall be applicable to one-hundred percent (100%) of all residential lots. and that the 2012 Amended Bylaws, Article 4, Section 1. Provide that "The Board of Directors has the power to set such Rules & Regulations it deems necessary for the daily operations of the Association. Such rules shall be published and a copy sent to each voting member. The Board of Directors shall also have the power to enforce the provisions of the CC&Rs and the Bylaws... "

Whereas, HUD provides that . . . "the housing facility or community complies with rules issued by the Secretary of HUD for verification of occupancy. HUD, state or local fair housing enforcement agencies, or the Department of Justice may review this documentation during the course of an investigation.

Per HUD any of the following documents are considered reliable verifiable documentation of the age of the occupants of the housing facility or community: .

- (1) Driver's license;
- (2) Birth certificate;
- (3) Passport;
- (4) Immigration card
- (5) Military identification
- (6) Any other state, local, national, or international official documents containing a birth date of comparable reliability.
- (7) A certification in a lease, application, affidavit, or other document signed by any member of the household age 18 or older asserting that at least one person in the unit is 55 years of age or older.

(f) The housing facility or community must establish and maintain appropriate policies to require that occupants comply with the age verification procedures required by this section.

(g) If the occupants of a particular dwelling unit refuse to comply with the age verification procedures, the housing facility or community may, if it has sufficient evidence, consider the unit to be occupied by at least one person 55 years of age or older. Such evidence may include: . . .

(2) Prior forms or applications; or

(3) A statement from an individual who has personal knowledge of the age of the occupants. The individual's statement must set forth the basis for such knowledge and be signed under the penalty of perjury.

Whereas, the Willowbrook Board of Directors shall consider any one of the forms of verification identified above as adequate for verification of age, provided that it contains specific information about current age or date of birth.

Per the Department of Housing and Development (HUD) Section 100.307 Verification of occupancy. (a) In order for a housing facility or community to qualify as housing for persons 55 years of age or older, it must be able to produce, in response to a complaint filed under this title, verification of compliance with 100.305 through reliable surveys and affidavits. The procedures described in this section must provide for regular updates.. Such updates must take place at least once every two years.

Now, therefore be it resolved that the following HOPA policy be established for the Willowbrook Estates Homeowners Association:

Whereas the Willowbrook Estates Board of Directors directs the Association Secretary/Manager to collect updated age verification information every two years as required by the Department of Housing and Development's (HUD) requirement. And in accordance with present an updated age verification/compliance report to the Board biennially at the Annual Member's Meeting.

Whereas the Willowbrook Board of Directors has determined that: if an age verifiable document is on file as noted above, the resident need not re-send those documents with the updated HOPA form.

Whereas any owner in violation of a communities governing documents may be taken to a hearing and fined if the violation is not corrected. The Willowbrook Board of Directors will send noncompliant notices to owners who have not complied with the HOPA required mailing/response, up to and subject to a hearing and fines.

IN WITNESS WHEREOF, the said Board of Directors has caused this Resolution and Policy to be signed by its President and Vice President this 15th day of April 2015 and direct its distribution to all homeowners within thirty days of approval of this Resolution.

Willowbrook Estates Homeowners Association

By: _____
Board President

By: _____
Board Vice President

WILLOWBROOK ESTATES HOA RESOLUTION
Delinquent Homeowner Assessment Accounts Notification and Outstanding Balance
Collections
Resolution 1-2015

WHEREAS, Article IV, Section 1, AGREEMENT TO PAY, of the Restated Declaration of Covenants, Conditions and Restrictions for Willowbrook Estates specifies "Each owner of a lot is deemed to covenant with and agree to pay the Association: The regular and special assessments, together with interest, costs of collection and reasonable attorney's fees shall be charged against the lot and shall be a continuing lien upon the lot against which such assessment is made. Each such assessment, together with attorney's fees, shall also be the personal obligation of the owner of such lot at the time the assessment is due. The obligation shall remain a lien upon the lot until paid or foreclosed unless expressly assumed at the time of the title change and so filed with the deed; and,

WHEREAS, Article IV, Section 6, Amendment one, EFFECT OF NON-PAYMENT, of the Restated Declaration of Covenants, Conditions and Restrictions of Willowbrook Estates provides any assessment not paid within sixty (60) days after the due date shall be subject to additional late charges, 10% interest charges compounded monthly, and/or to other rights of the association to bring an action of law against the owner personally obligated to pay the same, or file a lien against the property, or both. No owner may waive or otherwise escape liability for the Assessments provided herein by non-use of the Common area or abandonment of his lot; and,

WHEREAS, Article 4 POWERS AND DUTIES OF BOARD, Section 1. 2012 AMENDED BYLAWS Charge the Board of Directors with the power to enforce the provisions of the . CC&Rs and the Bylaws under State Law the CC&Rs and Bylaws

WHEREAS, Article 4, POWERS AND DUTIES OF BOARD, Section 1 (e) 2012 AMENDED BYLAWS, empowers the Board to exercise the right to collect any monetary fines the Board deems necessary to enforce any powers expressed in Article 4, Section 1, (a) through (d); and,

WHEREAS, Article IV, POWERS AND DUTIES OF BOARD, Section 2 (d) 2012 AMENDED BYLAWS charge the board to Issue upon demand by any person a letter setting forth whether or not any assessment has been paid, which shall be conclusive evidence of such payment; and (h) engage professional legal and accounting services when needed to carry out the functions of the Association.

NOW THEREFORE BE IT RESOLVED THAT the Board, by unanimous consent of those in attendance, hereby establishes the following procedures for delinquent homeowner assessments:

- At Sixty (60) days after the assessment due date delinquent homeowner will be sent a statement detailing delinquent assessments and interest charges; copies of which will be retained in homeowner's file at the Willowbrook Estates principal office located at 5601 Willowlawn Way, Garden City, Idaho.
- At 90, 120 and 150 days after the assessment due date, delinquent homeowner will be sent consecutive statements detailing delinquent assessments and interest charges, copies of which will be retained in homeowner's file at the Willowbrook Estates principal office located at 5601 Willowlawn Way, Garden City, Idaho

WILLOWBROOK ESTATES HOA RESOLUTION
Delinquent Homeowner Assessment Accounts Notification and Outstanding Balance
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- At 180 days after the assessment due date, collection of past due assessments and all interest charges shall be referred to Association's legal representative for collection; all communications shall be referred to legal counsel at this time.

BE IT FURTHER RESOLVED THAT the Willowbrook Estates HOA Board of Directors shall afford homeowners the opportunity to request a hearing to contest any delinquent assessments and late fees prior to 180 days delinquency.

BE IT FURTHER RESOLVED THAT the Willowbrook Estates HOA Board of Directors shall afford homeowners the opportunity to initiate a time-payment plan in order to reduce or eliminate outstanding debt to the Association as specified in writing and mutually agreed to by the homeowner and Association Board of Directors.

BE IT FURTHER RESOLVED THAT the Board at the regular monthly meeting on January 21, 2015 by unanimous consent of those in attendance agrees to implement the above provisions for collection of delinquent assessments and to engage, Vial and Fotheringham Community Collect services for a one-time fee of \$250.00 to pursue collection of all current and future delinquent assessments as described above from all current and future homeowners as provided for under the CC&Rs and Bylaws of the Association and the Agreement between the Association and Vial and Fotheringham Community Collect.

BE IT FURTHER RESOLVED THAT this resolution shall be effective March 1, 2015

Willowbrook Board of Directors

, President

Date

, Vice President

Date

WILLOWBROOK ESTATES PROPERTY OWNERS ASSOCIATION, NC.

Resolution of The Board of Directors Regarding

COLLECTION OF UNPAID CHARGES

I. DEFINED TERMS

- A. Assessments, as used in this Resolution, include all amounts validly assessed against a Lot or Unit pursuant to the Governing Documents.
- B. Association is Willowbrook Estates Property Owners Association, Inc. , a nonprofit corporation organized under the laws of the State of Idaho.
- C. Attorney refers to the lawyer or law firm representing the Association, at present Vial Fotheringham LLP.
- D. Board refers to the Board of Directors of the Association, duly elected pursuant to the Governing Documents.
- E. Bylaws refer to the properly adopted bylaws of the Association.
- F. Declaration is the Restated Covenants, Conditions and Restrictions of Willowbrook Estates, recorded in the records of Ada County, State of Idaho.
- G. Governing Documents include the Declaration, Bylaws, Rules and Regulations, any Board Resolution, or otherwise adopted statements of corporate governance or intent.
- H. Owner refers to the owner or owners, in law or equity, of any Property included in the Declaration, including particularly any owners recorded on title in the records of Ada County, State of Idaho.
- I. Property refers to the individually-owned units or lots subject to the Declaration.

II. LEGAL AUTHORITY

- A. Rule Enforcement. The Association is authorized by Article IV of the Bylaws to adopt rules and regulations.
- B. Assessment Collection. Pursuant to Article IV generally, including in particular Sections 1 and 3, of the Declaration, the Association can assess each Property and collect those assessments.
- C. Penalties. Pursuant to Article IV, Section 6 of the Declaration, the Association can assess interest and late fees for late payments of assessed fees.
- D. Continuing Lien. Pursuant to Article IV, Section I of the Declaration all assessments, together with interest, attorney fees and costs of collection shall be a continuing lien upon each Property so assessed. Attorney is hereby explicitly authorized to record a notice of said lien on behalf of the Association, and record this Resolution if needed.
- E. Foreclosure. Pursuant to Article IV, Section I, and Article XIII, Section 1, of the Declaration, the Board may opt to foreclose its lien on a Property.
- F. Legal Action. Pursuant to Article IV, Section 6, and Article X-III, Section 1, of the Declaration, the Board may opt to bring a legal action against the Owner for unpaid assessments.
- G. Legal Fees. Pursuant to Article IV, Section I of the Declaration, the delinquent Owner shall be obligated to pay reasonable fees and costs, including attorney fees, incurred in collecting delinquent and unpaid assessments, regardless of whether foreclosure or legal action is commenced.

III. ASSESSMENTS AND PENALTIES

- A. Due Date. Assessments shall be due and payable in advance monthly, quarterly, semiannually or annually, as determined by the Board.
- B. Interest Any assessment not paid within sixty (60) days after the due date shall accrue interest at the rate of 10% per annum.
- C. Late Fee. Any assessment that is not paid in full within sixty (60) days after the due date shall be subject to additional late charges often dollars (\$10.00) per month, plus interest charges, and/or to other rights of the Association. .

IV. COLLECTION PROCESS

- A. Uniform. Each assessment shall be collected promptly and in a uniform manner.
- B. Notice. If any assessment remains unpaid by an Owner for more than sixty (60) days from the due date for its payment, the Board (or its manager) shall send a notice to the Owner indicating the amount due, including notice of any late fees and interest, and demand immediate payment. See Exhibit 'A' attached hereto for an example notice.
- C. Turnover. If any assessment remains unpaid by the Owner for more than ninety (90) days from the due date, and shall be greater than \$300 or include balances more than one year old, the Board shall turn over collection to the Attorney.
- D. Attorney Demand. The Attorney shall: (a) send a written demand for payment and any notice as required by the federal Fair Debt Collection Practices Act, if applicable; (b) prepare and record a lien against the Owner's unit in the name of the Association; (c) notify the Owner within five (5) days of recording that the lien has been recorded; and (d) may notify any first mortgage or trust deed holder of the Owner's default, if applicable. The lien amount shall include all collection costs to date, including attorney's fees and the cost of preparing and recording the lien, any notice of lien required by law, and any notice to a first mortgage holder, if applicable. The demand for payment shall notify the Owner of the Owner's liability for payment of charges imposed by Attorney to cover fees and costs associated with all collection efforts. The demand for payment shall include all collection costs to date. The Attorney may also charge the Owner a reasonable fee to draft and record a lien release upon satisfaction of the amount owed.
- E. Ten Day Warning. If any assessment remains unpaid by the Owner thirty (30) days after the date of Attorney's demand, Attorney shall send Owner a ten (10) day demand letter for payment notifying the Owner that if full payment is not received within ten (10) days of the date of the letter the Association intends to file suit to either obtain a money judgment or foreclose on the lien. The demand shall include the updated amount owing, including all collection costs to date.
- F. Lawsuit Or Foreclosure. If any assessment remains unpaid by the Owner ten (10) days after the Attorney's ten-day demand letter or notice of intent to file suit, the Attorney shall file suit for a money judgement unless the Board, after recommendation by Attorney, determines that lien foreclosure is advisable under the circumstances. In such cases, the Attorney may file a lawsuit for a money judgment, for foreclosure, or for both a money judgment and foreclosure, as permitted by applicable law.
- G. Post-Judgment Collection. If the Association is successful in obtaining a money judgment, Attorney shall collect on the judgement in this order, unless Attorney determines other actions or another order of collection is appropriate under the circumstances: (a) file and send a ten (10) day demand to pay judgment; (b) garnish accounts, wages, and rents; (c) levy against any personal and real property; and (d) levy against the unit Additional steps

may be necessary to determine the availability and location of the judgment debtor's assets. If the Association is successful in a suit to foreclose on the lien, Attorney shall proceed as necessary to complete the foreclosure unless otherwise directed by the Board.

- H. Costs Assessed. All legal fees and costs incurred in the collection of the account are hereby assessed against the delinquent Owner and Property, to be due and payable at the time they are charged by Attorney.
- I. Attorney Communication. After an Owner has been turned over to the Attorney, all contacts and contracts with the delinquent Owner regarding late assessments shall be through Attorney. Neither the Board, nor any of its agents, shall discuss the collection of assessments directly with the Owner after turnover to the Attorney, unless the Attorney is present or has consented to the contact and contract.
- J. Payment Plans. Attorney shall have the discretion to enter into an installment payment plan with a delinquent Owner in appropriate circumstances. Any payment plan providing for a duration in excess of twelve (12) months shall require approval of the Board president or the Board's manager.
- K. Post-Turnover Payments. Attorney, in its initial demand notice, shall communicate to Owner that the account has been turned over to it for collection, and that all Association payments are to be made to Attorney until the account has been brought current. The Association hereby grants to Attorney its limited power of attorney to endorse for deposit checks made payable to the Association (or its agent management company, if any) in satisfaction of accounts sent to Attorney for collection. Attorney shall deposit all payments in its trust account. All amounts collected shall be disbursed by Attorney according to the provisions of the Association and Attorney representation agreement. The Association further directs its manager or accountant, if any, to forward any payments received from an Owner following turnover directly to the Attorney until the balance is paid in full.
- L. Additional Remedies. Nothing in this Resolution precludes the Board from taking further action in the collection of unpaid assessments permitted by the Association's governing documents or applicable law, including, but not limited to, adopting or enforcing rules regarding the termination of utility services paid for out of assessments of the Association and access to and use of recreational and service facilities available to Owners and, after giving notice and an opportunity to be heard, terminate the rights of any Owners to receive such benefits or services until the correction of any violation covered by such rule has occurred.
- M. Notice To Owners. A copy of this Resolution shall be mailed or hand-delivered to each Owner prior to the turnover of any Owner's account to the Attorney.

Resolution 1-2017

Enforcement Policy Willowbrook Homeowners Association

ARTICLE XIII of the Restated Covenants, Conditions & Restrictions of Willowbrook Estates Homeowners Association (dated Oct. 24, 2016) per Idaho Code Section 55-115, grants the HOA Board of Directors the power to enforce violations the CC&Rs through the following methods: written notification(s), arbitration, hearing process, suspension of right to use facilities, fines, or legal actions.

Since Willowbrook Estates is a part of Garden City, it is understood that the Garden City Code shall be applied and enforced as per the appropriate section of that Code.

LET IT BE RESOLVED that the following enforcement procedures will be followed:

1. Written notification of the violation will be sent to the homeowner, by personal service or certified mail, of the Board's intent to meet and cote upon the imposition of fines or referral to legal action. Such notification will be sent at least thirty days in advance of the meeting. A majority of Board members must vote to impose the fines or to take other authorized action.
2. The homeowners will be given the opportunity to address the Board with written questions or concerns within the thirty-day time period and to address the Board, in person or in writing, at the meeting wherein the Board will vote to impose fines or take other authorized action.
3. No fine may be imposed if prior to the meeting, the owner begins to address the violation and continues in good faith until fully resolved. The determination of what constitutes "good faith" is vested solely at the discretion of the HOA Board.
4. No fine shall enrich any member of the HOA Board or any agent of the Board, including the Association's management company, if any.
5. The Penalty & Enforcement fees shall be subject to the Association Collection Policy if unpaid.
6. A fine shall be levied against the Owner as follows until the violation is cleared:

ARTICLE VI, Section 2: The fine is \$25 per day until work is hired and completed at owner's expense.

ARTICLE VII, Section 1-c: If the Board refuses to grant an extension, the fine is \$25 per day that guests remain.

ARTICLE VII, Section 3: \$25 per day and/or \$25 per occurrence. Feral or loose cats shall be trapped and given to the Animal Control Officer of the city.

ARTICLE VII, Section 4: \$25 per day and/or \$25 per occurrence.

ARTICLE VII, Section 5: \$25 per day and/or \$25 per occurrence.

ARTICLE VII, Section 6, A and C: \$25 per day until ticketed and/or towed by Garden City police at owner's expense.

ARTICLE VII, Section 6, B: Refer to "RV Storage Area Rules & Regulations" Resolution of December 2016.

ARTICLE VII, Section 7: \$25 per day; obstructed corners or intersections shall be referred to the Garden City police.

ARTICLE IX: Referred to legal counsel.

COMMON AREA rules and regulations: \$25 per occurrence and/or loss of privileges.

OTHER VIOLATIONS: Fines for any violations not specifically designated herein shall be determined by the Board of Directors.

7. Age restriction, leasing, and/or occupancy violations will be referred to legal counsel for resolution.
8. If a violation is referred to legal counsel for resolution, rather than fines imposed, the violating owner will be responsible for attorney's fees incurred, so long as this procedure is followed.
9. The Board shall retain Copies of the 30-day letter and certified mail receipts or personal service records, and enforcement decisions will be documented in the Board meeting minutes to prove proper compliance with Idaho Code Section 55-115.
10. Continued or repeated violations will be referred to Garden City Police Department in compliance with Garden City Codes.

Recorded in the minutes on _____ April 19 _____, 2017

Signed on _____ April 24 _____, 2017

, President, Board of Directors

Resolution 3 – 2022

**Transfer Fees Increase
Willowbrook Estates Homeowners' Association**

ARTICLE IV of the Restated Covenants, Conditions & Restrictions (CC&Rs) of Willowbrook Homeowners' Association (dated October 24, 2016) as amended by the affirmative vote of at least 66 and 2/3 of the votes cast on December 20, 2017, provides for a Transfer Fee to be levied upon transfer of title to a new owner.

This Resolution shall remain in effect until otherwise modified, rescinded, or amended by a majority of the Board of Directors.

NOW THEREFORE, LET IT BE RESOLVED that the Board at the Executive Session of the Board of Directors of Willowbrook Estates HOA on August 15, 2022, did vote unanimously to increase the Transfer Fee from three hundred dollars (\$300.00) to the amount of four hundred dollars (\$400.00) as provided in Article IV Section 1 of the restated CC&Rs as amended. Said Resolution to take effect as of September 1, 2022.

Recorded in the minutes of the Executive Session of the Board of Directors on August 15, 2022.

Signed on August 15, 2022

, President
Willowbrook Estates HOA Board of Directors

Resolution 5 – 2024

**Reinvestment Fees
Willowbrook Homeowners Association**

ARTICLE II of the Restated Covenants, Conditions & Restrictions (CCRs) of Willowbrook Estates Homeowners Association (dated Oct, 24, 2016) as amended by the affirmative vote of at least 66 and 2/3 of the votes cast on December 20, 2017, grants the HOA Board of Directors the power to levy a reinvestment fee to a new owner upon closing of any transfer of title. An amount to be determined from time to time.

Such fees will be used for the exclusive purpose of capital improvement expenditures and are not to be used for any other purpose. Capital improvement expenditures shall be determined at the Board's sole discretion.

This Resolution shall remain in effect until otherwise modified, rescinded, or amended by a majority of the Board of Directors.

NOW THEREFORE LET IT BE RESOLVED that the Board at the regularly scheduled meeting on October 21, 2024, did vote unanimously to levy a reinvestment fee in the amount of One-half Percent (.5%) of the sale price of a home upon new homeowners as provided in Article IV Section 1 of the Restated CCRs as amended, effective November 1, 2024.

Recorded in the minutes on OCTOBER 21, 2024

Signed on _____, 2024

Terry Dean, President, Board of Directors

Resolution 1 – 2025

Willowbrook Common Areas Rules & Regulations

Updated March 2025 – Approved 3/26/25

The Board of Directors of this Association has the right to establish reasonable Rules and Regulations governing the use of the Common Area. See the CC&Rs, Article III and the Bylaws, Article IV, Section 1. Prior to making any changes related to the “use of the Willowbrook Recreational Facilities by individuals under the age of 18”, the Executive Board of Directors MUST conduct a community wide vote before implementing any change to the Rules & Regulations regarding the age restriction changes, by a majority vote of the residents. A community wide vote was taken on this issue & results tallied 3/25/25. The result was 128 votes cast. 108 residents were against allowing “use of the Recreational Facilities by persons under the age of 18” and 20 residents were for allowing use of the Recreational Facilities by persons under the age of 18.

The words **resident** and **homeowner**, in this document, may be used interchangeably and refer to homeowners and to renters (assignees) who have been assigned voting rights by the Owner. (CC&Rs, Article II, Section 2.C.)

Clubhouse:

The Clubhouse and facilities are intended for the common use and enjoyment of the residents of Willowbrook. Therefore, HOA business and Willowbrook social events shall have first choice of available dates on the Clubhouse calendar. The Clubhouse capacity is limited as posted by the local Fire Marshal. When tables and chairs are used, the Clubhouse Director will determine capacity, not to exceed Fire Marshal recommendations. NO SMOKING of any kind is allowed in the Clubhouse. THE PATIO, POOL, SPA, EXERCISE EQUIPMENT, POOL TABLE, PING PONG TABLE, AND ANY GAME EQUIPMENT ARE OFF LIMITS FOR PRIVATE FUNCTIONS. The Clubhouse is available for residents and their guests (renting of the clubhouse may include children) for the following activities:

1. Anniversaries for residents,
2. Residents' birthdays,
3. Wedding/reception for a resident,
4. Family reunions for residents, and
5. Bereavement functions for deceased Willowbrook residents.

If a homeowner wishes to reserve the Clubhouse for any of the above, he/she should contact the Clubhouse Director and complete the Reservations Form which can be obtained from the Willowbrook office & is available on the Willowbrook website. The resident makes the deposit and shows proof of homeowner/renter liability insurance. After approval by the Director, the calendar will then be marked reserving the requested time.

All guests for any function are to be accompanied by the resident who made the reservation. Children attending the event need to be monitored at all times. **All private Clubhouse functions must end by 10 p.m. See also Clubhouse Rules.** No individual or homeowner in Willowbrook may reserve the Clubhouse for the purpose of selling merchandise or to promote income for a person or company.

Estate & Garage Sales:

No Estate or Garage Sales are permitted on Sundays. In late May or early June of each year, our Willowbrook community holds a Garage Sale. Homeowners are encouraged to participate. In addition to the annual Willowbrook community garage sale, each homeowner may hold one garage sale per year.

Estate and Garage Sales request forms are available in the Willowbrook Office. These completed forms must be returned to the Willowbrook office a minimum of three days prior to the Estate or Garage Sale.

Main Gate:

The gates are open from 7 a.m. to 9 p.m. during daylight savings time. Winter hours are 7 a.m. to 7 p.m.

To open the gate during closed hours, use your gate entry security code or a remote-control clicker. You can get a gate security code from the office. **RESIDENTS, PLEASE DO NOT GIVE THIS CODE TO WORKERS OR ANY OTHER PERSONS;** it is for your personal use only. Emergency vehicles have their own entry process for entering the gate.

To exit the main gate, pull up even with the reflector marker and stop. The gate will open and remain open for twenty seconds.

Visitor Entry Procedure:

Make sure that the Willowbrook Office has your preferred phone number.

1. Visitors should push the alphabetical entry scroll (A to Z) until desired resident's name is located, then push "CALL".
2. The resident's home phone will ring and the resident can talk with the person at the gate for approximately twenty seconds.
3. After the resident identifies the visitor, the resident may open the gate by entering "9" on his/her home phone, then waiting for the beep before hanging up. **PLEASE NOTE, if you use a cell phone rather than a land line, it may or may not open the gate in the prescribed manner.** You are advised to test your personal phone for this function.

If you have any questions or need to purchase a remote-control clickers, call or go to the Willowbrook office. Remote control clickers are for sale at our cost.

Parking:

All parking spaces situated in the Common Area are reserved for the temporary use of visitors and not intended for the regular use of homeowners. These spaces may be used by residents and visitors while attending functions at the Clubhouse and adjacent recreational areas.

Pets and Sanitation:

When walking your pets in Willowbrook, they must be on a leash. Pet owners are responsible for cleaning up after and controlling their pets as well as their guest's pets. **All pets must be walked on the streets or sidewalks and NOT on private property or the grounds of the Common Area, including the waterways.**

RV Parking Lot:

Please see the document entitled RV Storage Area Rules & Regulations.

Streets & Sidewalks:

Maximum speed limit in Willowbrook Estates is 15 miles per hour. Violators should be reported to the Willowbrook office for Board action.

Homeowners have the responsibility of regularly trimming trees and hedges to ensure clear visual access to sidewalks and street intersections.

Roadside gutters and sidewalks must be unobstructed and clean at all times. During the winter months, sidewalks must be kept clear of snow and ice.

Willowbrook Recreational Facilities:

All Willowbrook Recreational Facilities, see CC&R's Article I, are restricted to Willowbrook residents and their accompanied guests 18 years of age or older. The use of all Willowbrook Recreational Facilities is at your own risk.

Prior to making any changes related to the use of the Willowbrook Recreational Facilities by individuals under the age of 18, the Executive Board of Directors MUST conduct a community wide vote before implementing any change to the Rules & Regulations regarding age restriction changes by a majority vote of the residents.

Courts Area:

The courts are to be used only by homeowners and accompanied guests 18 years of age and older. Tennis shoes must be worn by all persons using the courts area, which includes the tennis courts, pickleball courts, shuffleboard, basketball hoop and golf driving net. No smoking of any kind is allowed on the courts. Your clubhouse key opens the gates to the courts. Make sure the gates are locked when leaving.

Horseshoe Pits: are for the use of the residents and accompanied guests 18 years of age or older.

Pool and Spa Area:

THE POOL MAY NOT BE USED FOR PRIVATE PARTIES. No one under the age of 18 is allowed in the pool or spa. All guests, 18 and over, must be accompanied by a homeowner. All swimming activity shall be in accordance with the Pool Rules as posted. No glass containers of any kind are permitted on the pool deck. The shower is for rinsing purposes only. A soap dispenser has been installed for washing hands after bathroom use.

Our pool is too shallow for diving. Therefore, for safety reasons, diving is not permitted. Due to the size of the pool, float objects (other than those worn as a safety device) are not permitted in the pool. The rope buoy may be removed for swimming, but must be replaced by the last person out of the pool. Please make sure the gates are locked when leaving the pool area. Your Clubhouse key opens the gates to the pool area.

We try to keep the pool, patio, and deck area clean and attractive for all homeowners to enjoy. We appreciate your cooperation in following these rules and helping keep the area clean.

Please replace the spa cover when finished using the spa. Spa Rules are posted on the south wall of the Clubhouse.

Users of the pool and spa area are responsible for seeing that the dressing room is left clean, bathroom lights turned off, furniture returned to original position, umbrellas down, and the spa pump turned on low and jets turned off.

Putting Green:

No one under the age of 18 is allowed on the putting green. The surrounding area is not to be used for approach shots because of damage to the lawn. Do not walk on the putting area if frost is present. Flat shoes are to be worn always on the putting green.

Willowbrook Rules for Use of the Clubhouse

The word “resident” in this document refers to homeowners and to renters who have been authorized by their lease agreement to use the Common Area facilities.

The Clubhouse and facilities are intended primarily for the common use and enjoyment of the residents of Willowbrook. Therefore, HOA business and social events shall have first choice of available dates on the Clubhouse calendar. The Clubhouse capacity is limited as posted by the local Fire Marshall. When tables and chairs are used, the Clubhouse Director will determine capacity, not to exceed Fire Marshal Recommendations. NO SMOKING is allowed in the Clubhouse. THE PATIO, SPA, POOL/BILLIARDS TABLES, AND ANY GAME EQUIPMENT ARE OFF LIMITS FOR PRIVATE FUNCTIONS. The Clubhouse is available for residents and their guests for the following activities:

1. Bereavement functions for deceased Willowbrook residents
2. Anniversaries for residents
3. Residents’ birthdays
4. Wedding/receptions for a resident
5. Family reunions for residents

Reservations of the Clubhouse is permitted for only one event per day without a waiver from the Clubhouse Director. If a resident wishes to reserve the Clubhouse for any of the above, he/she should contact the Clubhouse Director and complete the Reservation Form, which can be obtained from the office. The resident will make the deposit and show proof of homeowner/renter liability insurance. After approval by the Director, the calendar will then be marked reserving the requested time.

All guests for any function are to be accompanied by the resident who made the reservation. Children attending the event need to be monitored at all times.

All private Clubhouse functions must end by 10pm.

No individual or homeowner in Willowbrook may reserve the Clubhouse for the purpose of selling merchandise or to promote income for a person or company.

The Board of Directors of this Association has the right to establish reasonable Rules and Regulations governing the use of the Common Area. See the CC&Rs, Article III, Section 1A; and the Bylaws, Article 4, 1(a).

CLUBHOUSE USE CHECKLIST

There are no maids whose job it is to clean up after you.

Tidy up after yourself.

There are cleaning supplies in the storage closet in the hall.

- _____ 1. If you move it, put it back when you're done. 8 chairs should be at each of the large, round tables.
- _____ 2. The kitchen should be LEFT cleaned, and all utensils that are used should be washed and returned to their drawer or cupboard, not left in the drainer or sink.
- _____ 3. If you bring it in, take it out. Don't leave dirty dishes in the sink.
- _____ 4. The bathrooms should be left clean. If you make a mess, clean it up.
- _____ 5. If they are used, the microwave, range (burners and oven) and coffee pots should be turned off and left clean. Wipe spills off the counters.
- _____ 6. If you dirty up dish clothes and towels, take them home and launder them, then return them to the Clubhouse.
- _____ 7. Don't leave garbage for someone else to clean up. The trash cans are on the south side of the Clubhouse.
- _____ 8. Be sure all food and containers are neatly stacked or put in bags.
- _____ 9. If you make a mess on the floor, clean it up.

Thank you for being a responsible Clubhouse user!

WILLOWBROOK HOMEOWNER'S ASSOCIATION

RV Storage Area Rules & Regulations

This document hereby rescinds any and all previous Rules & Regulations

Definition of Recreational Vehicles

Recreational vehicles are defined as those vehicles licensed as motor homes, fifth wheels, camping RV pull trailers, self-contained vans, boats, snowmobiles, ATV, UTV, mobility scooters, and golf carts with trailers, and pickup trucks used as towing or RV hauling units (i.e., ATV/UTV in bed of a pickup). Idaho State DMV requires all trailers that utilize public roads be licensed and meet DM street safety requirements.

ARTICLE III Section 1 A of the Willowbrook Restated CC&Rs dated October 24, 2016, gives the Board of Directors, according to its Bylaws, the right to promulgate reasonable Rules and Regulations governing such right of use from time to time, in the interest of securing maximum safe usage of such common Area by the members of the Association without unduly infringing upon the privacy or enjoyment of the owner or occupant of any part of said property.

ARTICLE 4, Section 1 (a) 2012 Amended Bylaws provide that the Board of Directors may adopt and publish rules and regulations governing the use of the Common Area facilities, and the personal conduct of the Board, the members and their guests thereon and to establish penalties for the infraction thereof; and,

For the convenience of all residents, the Board wishes to establish the following rules and regulations so that it may fairly and consistently enforce the government documents:

1. The RV storage area is to be used only by Willowbrook residents-and each lot will be limited to ONE space. A resident may be assigned a second space temporarily for a towing unit or recreational vehicle if available. If subsequent to being assigned a second space, no spaces become available in the RV lot for assignment to a new resident or resident who has a newly acquired unit, the last resident assigned a second space will be the first resident required to move their vehicle. All second spaces are temporary. A resident assigned a second space will be allowed two weeks to move when requested.

Any resident needing an RV space must first fill out the RV Lot application and provide a copy of the current registration for the "R.V." and R.V. Trailer if applicable. A space will then be assigned and combination to gate lock. Applications are available at the Willowbrook Office or on the Willowbrook website.

Special Exceptions: Short term parking (60 days maximum) may be granted for "other than an RV." This could include a personal vehicle acquired, some type of a registered unit. All rules for RV parking apply.

2. Permission to use the RV storage area will terminate immediately if OTHER than the resident's RV is stored under his or her name. The resident's name must be on the registration. A copy of the registration is to be kept in the Willowbrook HOA office.
3. It is the **responsibility of each RV resident parked in the RV lot** to clean up all trash or any other extraneous material from the assigned RV space.
4. All miscellaneous items must be stored in the RV, not on the ground.
5. The resident is not allowed to swap spaces with any other user. Reassignments can only be made by the Board Member Director of the RV lot.
6. All units stored in the RV area must be **currently** licensed and in use. The RV lot is **not for storage only!** No dead storage is allowed. A current registration must be provided to the office by April 15 each year.
7. Enforcement actions, as determined by the Board, for non-compliance of recreational vehicles (as further defined below) and for unlicensed or expired licensed units, as outlined in the RV Parking Lot Violations Resolution.
8. There will be no selling or showing RVs for sale in the RV Storage lot.
9. Willowbrook Subdivision accepts no liability for your RV while parked in the RV lot. You do not own the RV space assigned to you; at the discretion of the RV manager, you may be asked to change your location.
10. RV must be parked two to four feet from fence to provide space for ground & fence maintenance and must be centered between red lines on the fence.
11. RV Lot has a "(5) mph – no dust" speed limit.

Owners of all units that do not comply with the above criteria will be given written notification and a 30-day compliance period pursuant to I.C. 55-115.

RV Storage Area Violations Enforcement Policy

ARTICLE XIII Restated Covenants, Conditions and Restrictions dated October 24, 2016, Enforcement gives the Association the right to "Enforce the CC&Rs, Resolutions and Rules and Regulations through arbitration, written notification(s) hearing process, suspension of rights to use facilities, fines, or legal action."

1. Pursuant to RV Storage Area Rules & Regulations will be given written notification a 30-day compliance period and provided an opportunity for a hearing at the end of the 30-day compliance period.
2. After the 30-day period monthly fines may be assessed as follow:
 - a. \$25.00 for the first 30-days
 - b. \$50.00 for days 31 through 60
 - c. \$75.00 for days 61 through 90
 - d. \$100.00 for days 91 through 120
 - e. After 120 days, the matter will be turned over to the Association's attorney for further action. All attorney fees and court costs will be the responsibility of the unit owner.

Director of RV, Security & Gates

Date

President

Date

APPLICATION - WILLOWBROOK RV STORAGE LOT SPACE

Note: Willowbrook Subdivision accepts no liability for your RV while parked in the RV lot. You do not own the RV space assigned to you; at the discretion of the RV manager, you may be asked to change your location.

Owner Printed Name: _____

Owner Signature: _____

(As indicated by my signature above, I have received and read the attached Rules and Regulations for the RV Storage lot and agree to follow the rules as stated. I have included a current-year copy of my registration and will provide a current registration by April 15, each year.)

Address: _____

Phone Number: _____

Email Address: _____

Vehicle Description: _____

Vehicle License Number : _____

_____ yes/no - The request for this space assignment is temporary, usage is not to exceed 60 days

FOR OFFICE USE ONLY

RV Lot assigned: _____

Date: _____

Signature - Board Member/RV Storage Coordinator

Date: _____

WILLOWBROOK HOMEOWNERS' ASSOCIATION
APPLICATION FOR APPROVAL OF ADDITIONS OR ALTERATIONS
TO THE EXTERIOR OF A DWELLING UNIT

HOMEOWNER _____

DATE _____

ADDRESS _____

PHONE _____

In compliance with the CC&R's of Willowbrook Estates, you must provide a detailed diagram and/or a construction plan of any proposed addition to, or alteration of a Dwelling Unit, and attach it to this request. The attachment must detail the nature of the change and its location as related to the Dwelling Unit and adjacent property lines. Provide a complete description of all materials utilized in implementing the project.

Specifics: Re-roofing or repairs to an existing roof does not require Architectural Review Committee (ARC) approval, providing an exact match, as to material and color, is maintained. Absolutely no metal or plastic corrugated roofing material will be permitted. Repainting the exterior using the same color as originally applied does not require approval. Changing the exterior color of a structure requires ARC approval. Color samples of proposed changes to the body and trim must accompany the homeowner's application. The colors applied must match the submitted samples. (Samples must be large enough to determine the proposed color.)

The Architectural Review Committee (ARC) requires that all new construction meet local building codes. **Building permits, if required, must be obtained prior to construction and photocopies of approved permits must be filed in the Willowbrook Homeowners Office for reference.** All construction and modifications must be completed within Six months of date of approval by the ARC. You will receive a photocopy of the application, approved or disapproved, for your files.

The ARC has twenty (20) days to review and either approve or disapprove your request. The homeowner must notify the office/ARC when the project is completed so final approval of completed project is documented.

ABSOLUTELY NO CONSTRUCTION OR MODIFICATIONS
TO COMMENCE PRIOR TO ARC APPROVAL

Submit a detailed description of additions or alterations; attach additional drawings if necessary.

STATEMENT OF RECEIPT BY HOMEOWNER

I have received a copy of the Policies and Procedures with this application and agree to abide by the conditions and restrictions shown thereon. I further agree that no change will be made in construction from that requested and approved without Prior Written Approval of the Architectural Review Committee.

Signature of Homeowner

X _____

FOR OFFICE USE ONLY

Date Received in Office

Date Application Approved _____

Approved as submitted; No Changes _____

Conditions of
Approval _____

Date Disapproved _____

Conditions of
Disapproval _____

Signatures of ARC Members _____ Date _____

_____ Date _____

_____ Date _____

Signature of Board Member _____ Date _____

APPROVAL OF COMPLETED PROJECT

The homeowner needs to notify the office/ARC when the project is completed.

Approval of Completed Project _____

DATE

Notes: _____

Signature of ARC Member at
Completion _____

Board Member Approval at
Completion _____

Resolution 2 – 2024

Architectural Review Committee (ARC) Policies & Procedures Willowbrook Estates Homeowners' Association

ARCHITECTURAL REVIEW COMMITTEE POLICIES & PROCEDURES of Willowbrook Estates Homeowners' Association (2006) provided under "FENCE" section 1 "Must be constructed of euro steel, or metal baluster railing of a professional durable material. Shall not exceed 4 feet in height. Fencing should be of an open architecture such as picket or rail type fencing. Reference CC&R, Art. IX, Sec. 1.

This Resolution shall remain in effect until otherwise modified, rescinded, or amended by a majority of the Board of Directors.

NOW THEREFORE, LET IT BE RESOLVED that the Board at a special Executive Session of the Board of Directors of Willowbrook Estates HOA, did vote unanimously to remove all reference to any form of vinyl fencing, and removed any reference to chain link fencing per Garden City code. The ARC policy and procedure will now read:

FENCE: Approval required.

Must be constructed of euro steel, or metal baluster railing of a professional durable material, and must conform to open architecture. Shall not exceed 4 feet in height, measured from the existing grade. If existing chain link, no visual screening slats permitted except on perimeter fences. Reference CC&R, Art. VII, Sec. 2.

Recorded in the Minutes of the Executive Session of the Board of Directors.

Signed on _____

Terry Dean, President
Willowbrook Estates HOA Board of Directors

ARCHITECTURAL REVIEW COMMITTEE POLICIES & PROCEDURES

1. The Architectural Review Committee (ARC) will meet as needed. Meetings will be called by the Chair or his/her designee.
2. At least three ARC members are required to approve a project. If three are not available, the Board Liaison will have voting rights.
3. Reports of ARC Reviews will be filed with the Secretary of the Board of Directors and will become a part of the Board minutes.
4. Applications for proposed construction are available in the Willowbrook office. A completed application is to be returned to the office at which time it will be dated. This date will be used to compute the twenty days the ARC has to complete the action on the application
5. Merit of application is to be based on CC&R's and Board of Directors policy.
6. A log is to be kept to indicate application status. The Architectural Review Committee must be called to review the completed project and issue final approval.
7. An approved application will expire if construction is not completed within six months after date of approval.
8. ARC action does not alter the Applicant's responsibility to meet Garden City codes nor the need to obtain a Garden City Building Permit, if applicable.
9. Beginning construction prior to ARC approval or issuance of Garden City Building Permit (when required) is cause for disapproval of construction.
10. Prior construction within Willowbrook Estates is not a criterion for approval of new applications (CC&R, Article IX, Section 1).
11. Remember that fences and visual screens add security risks and think about the effect it might have with a neighbors' preference and whether it will block their view. Just because a project qualifies and deserves ARC approval it might not be the best idea for the neighbor or all of Willowbrook. Be sure that what you want is what you and others need before the build.

ARCHITECTURAL REVIEW COMMITTEE POLICIES & PROCEDURES

CONSTRUCTION GUIDELINES

These guidelines are developed to give the Homeowner, the Willowbrook Homeowners Association (WHA) and the Architectural Review Committee (ARC) a reference to determine the validity of proposed exterior change or addition to or alteration of a Dwelling Unit.

These Guidelines do not apply to routine maintenance, fire or storm damage repair of existing outdoor structures. Such work can be accomplished without ARC approval. Notifying the ARC ahead of time would be helpful so that there is no confusion as to what is taking place. Replacing current shingles with essentially the same color, replacing deck flooring or railings, repairing siding, repairing or repainting trellis, changing fence posts, caulking or repairing private sidewalks are examples of maintenance work that does **not** require approval from the ARC.

Any construction in or over a *utility corridor or a WHA's easement is totally at the Homeowner's responsibility and expense if need should arise for the WHA to gain access to the easement area.

Please use this Guideline to plan your construction project prior to submitting an application to the Architectural Review Committee. ARC members are available to help you use this guide. The ARC also suggests that you discuss the Application for Approval process with the ARC *prior to obtaining any necessary Garden City building permit*, as these Guidelines may be more restrictive than Garden City codes. (Any action taken by the ARC does **not** alter the need for the Applicant to meet any and all Garden City Building Department requirements.) **If excavation is necessary, call DIG LINE at (208) 342-1585 to locate underground utilities** (Idaho State Code, Sec. 55-2201 thru 55-2210.) The Board of Directors may overrule these Guidelines if the Homeowner presents written proof of overriding circumstances.

GRANDFATHER CLAUSE: All exterior improvements or alterations that predate these Guidelines are considered pre-existing conditions and shall be exempt from these Guidelines. It should be noted that Grandfather Rights run with the land, not the owner.

***Utility Corridor:** from Planning Glossary (2012) by U.S. Department of the Interior, Bureau of Land Management. Tract of land varying in width and forming a passageway through which various commodities, such as oil, gas, and electricity, are transported.

ARCHITECTURAL REVIEW COMMITTEE POLICIES & PROCEDURES

AIR CONDITIONING UNIT: Approval required.

1. Window unit or swamp cooler *not* permitted.
2. Wall unit permitted if the Dwelling Unit's central air conditioning unit is not rated to handle the cubic footage of the Dwelling Unit.

ANTENNA:

1. Exposed TV antenna is permitted if:
 - a. The antenna is placed in the rear of the property.
 - b. A dish antenna or antenna designed to receive wireless cable signals is less than 18 inches in diameter.
 - c. The antenna is mounted on a mast not over 12 feet.
2. All other exposed antenna, including radio, are not permitted. Reference: Telecommunications Act of 1996.

ARBOR:

A free-standing lattice supporting a small tree, a shrub, plant, or vine. No approval is necessary if structure does not exceed any of the following measurements: 8 feet high, 6 feet wide, or 3 feet deep. (Such would be considered landscaping). Such an arbor is limited to maximum of two per lot and shall be placed at least 20 feet back from common area sidewalks. A free-standing arbor with larger dimensions is *not* permitted. (See Pergola)

AWNING: Approval required.

1. Wooden awnings must meet the harmony of external design criteria of CC&R, Art. IX, Sec. 1.
2. Cloth and metal awnings permitted in color harmonious with exterior color.
Note: Awning permitted over window only. A recommended substitute is shade cloth or tinted windows.

BBQ OR CHARCOAL GRILL built as outdoor cabinet: Approval required.

Must be on deck or patio. Shall not be used as an incinerator.

BRIDGE: Approval not required.

Considered landscaping.

CARPORT ADDITION: See Garage Addition.

CLOTHES LINE: *Not* permitted.

DECK: Approval required.

An open raised platform. Must meet harmony of external design criteria of CC&R, Art. IX, Sec. 1. Must be attached to the Dwelling Unit. Must meet Garden City property line to structure offset requirements.

DECORATIVE SURFACING: (Driveways, private sidewalks, patio) Approval required.

1. Must meet harmony of external design.
2. Outdoor carpeting approval *not* needed.

ARCHITECTURAL REVIEW COMMITTEE POLICIES & PROCEDURES

DOG HOUSE: *Not permitted.*

DOOR ADDITION: **Approval required.**

1. Must meet harmony of external design criteria of CC&R, Art. IX, Sec. 1.
2. Storm or screen door approval *not* required.

FENCE: **Approval required.**

Note: It is the Board's desire to maintain the open feel of our community. Therefore, fencing which would block the common area views from other residents are prohibited.

Must be constructed of euro steel, vertical metal baluster railing of a professional durable material, and must conform to open architecture. Shall not exceed 4 feet in height, measured from the existing grade up. If existing chain link, no visual screening slats permitted except on perimeter fences. Reference CC&R, Art. IX, Sec. 1. **Approval required.**

Please also see: Visual Screens

FIREPLACE:

1. Permitted without approval if only one flue is exiting to the exterior.
2. Fireplace added and attached to the exterior of the Dwelling Unit is permitted. Must meet the harmony of external design criteria of CC&R, Art. IX, Sec. 1.
Approval required.
3. Free standing stationary exterior fireplace permitted on patio or deck only.
Approval required.
4. Portable fireplace does *not* require approval.

FLAG POLE: **Approval required.**

Must be steel or aluminum, 3 inches outside diameter, maximum 20 feet high. Any American or State flag flying at night must be spotlighted.

GARAGE OR CARPORT ADDITION: **Approval required.**

Must meet harmony of external design criteria of CC&R, Art. VIII, Sec. 2, and be attached to the Dwelling Unit. Must meet Garden City property line structure offset requirements and building code.

GARBAGE CAN ENCLOSURE: **Approval required.**

Must meet harmony of external design criteria and completely screen the can from view on all sides. Enclosure shall not exceed 4 feet in height. The enclosure shall not exceed the can size by more than 1 foot in width and depth. The measurements can be adjusted to include a third garbage can (recommended) or to include the air conditioning unit. Materials can be vinyl fencing (4') or vinyl lattice with the opening not to exceed 1 inch. Must meet Garden City property line to structure requirements.

GAZEBO: *Not permitted.*

ARCHITECTURAL REVIEW COMMITTEE POLICIES & PROCEDURES

GREENHOUSE WINDOW: Approval required.

HOT TUB:

Approval required only if added to exterior of Dwelling Unit. Permitted if installed on patio or deck.

INCINERATOR: *Not permitted.*

KENNEL (Animal Run): *Not permitted.*

PATIO: Approval required.

Flat work concrete and other paving materials permitted only if total lot flat work does not exceed 25% of the available space. If patio is covered with a roof, the roof must meet harmony of external design criteria so that the proposed roof matches the current roof as to materials and color and is attached to the Dwelling Unit. A meeting of the committee may be required if the total flat work appears to be near the 25% limit. Acceptance will be at the discretion of the committee. Reference CC&R, Art. IX, Sec. 1. Patio can be covered with pergola structure. Must meet Garden City property line to structure offset requirements.

PERGOLA: An arbor formed of horizontal trelliswork of dimensioned material supported on columns or posts, over which vines or other plants are trained.
Approval required.

Must meet harmony of external design criteria and must be attached to the Dwelling Unit. Must meet Garden City property line to structure offset requirements.

POST LANTERN: Required.

One required in the front yard per CC&R, Article VIII, Sec. 2. May have veneer of brick or stone. No other post lanterns permitted.

PRIVACY SCREEN: See Visual Screen.

RAIN GUTTER AND DOWNSPOUT: Approval required.

Permitted when the color of the gutter and downspout essentially matches the exterior Dwelling Unit color. Downspout drainage should not flood neighbors. Consider French drain at downspout.

RAMP (Handicapped): Approval required.

Must meet harmony of external design.

REMODEL HOUSE EXTERIOR: Approval required.

Must meet harmony of external design criteria of CC&R, Art. IX, Sec. 1. Must meet Garden City property line to structure offset requirements and building codes.

ARCHITECTURAL REVIEW COMMITTEE POLICIES & PROCEDURES

REPAINT EXTERIOR:

1. Approval *not* required if essentially the same color and shade of paint is used.
2. Approval required if changing the color of the house. Must meet harmony of external design criteria for the subdivision. Subdued colors are required.
3. Color sample must accompany the completed ARC form.

REPLACEMENT NEW HOUSE CONSTRUCTION: Approval required.

Must meet the building restrictions of CC&R, Art. IX./Art. VIII, Sec. 2

RE-ROOFING:

1. Re-roofing with essentially the same type, color and shade of shingle or roofing material does *not* require approval.
2. Re-roofing with a different color or roofing material shall be discussed with the ARC. Approval may be required.

ROOF EXTENSION: Approval required.

Must meet harmony of external design criteria of CC&R, Art. VIII, Sec. 2. Must meet Garden City property line to structure offset requirements.

ROLLER SHADES:

Defined as a woven mat of horizontal slats of plastic or bamboo. Not permitted on street side. All others require approval.

SAUNA: Approval required.

Must meet harmony of external design criteria of CC&R, Art. IX, Sec. 1. and be attached to the Dwelling Unit. Must meet Garden City property line to structure offset requirements.

SHED: See Storage Unit.

SIDEWALK: Approval required.

Consider utility corridor (see definition).

SIDING CHANGE: Approval required.

Color must meet harmony of external design for the subdivision.

SKY LIGHT: Approval required.

Must be essentially flush with existing roof.

ARCHITECTURAL REVIEW COMMITTEE POLICIES & PROCEDURES

STORAGE UNIT: Approval required.

Must meet harmony of external design criteria of CC&R, Art. VIII, Sec. 2. and be attached to the Dwelling Unit. Must meet Garden City property line to structure offset requirements and building code.

SUN ROOM: Approval required.

Must be attached to the Dwelling Unit. Must meet Garden City property line to structure offset requirements and building code.

SURFACE DRAINAGE STRUCTURE: Approval required.

Must consider utility corridor (see definition). Water should not drain on to neighbor's property.

TRELLIS: A vertical frame or structure of lattice used as a support for growing plants.

1. If placed on or near a property line is considered a Fence and thus is *not* allowed. (See **Fence**.) The term “near” may require a meeting of the committee to make the judgment.
2. Free standing in yard, approval required, not to exceed 6 feet high by 8 feet wide.
3. Attached to Dwelling Unit limited to a panel not in excess of 4 feet wide by 8 feet high. Must meet harmony of external design criteria.

VENEER OF BRICK OR STONE TO DWELLING UNIT WALL: Approval required.

Must meet harmony of design criteria of the Subdivision.

VISUAL SCREEN: Approval required if other than plants.

1. Must be within 2 feet of and attached to the Dwelling Unit and not larger than 4 feet wide by 8 ft. high.

OR

2. Must be bordering patio, carport or deck constructed of lattice, decorative metal screen, decorative block, brick or stone.

OR

3. If Visual Screen is located on an internal pathway/walkway belonging to the HOA and contiguous (sharing a common border) to a resident’s property, screening may be up to 5 feet high from existing grade and be an authorized material to run only to the length of the home, not to the lot boundary.

WINDOW ADDITION: Approval required.

Must meet harmony of external design criteria. Window size must be consistent with other windows in the Dwelling Unit.

OTHER: All other exterior construction requires approval.