

RESTATED COVENANTS, CONDITIONS & RESTRICTIONS
OF WILLOWBROOK ESTATES
A FIFTY-FIVE PLUS COMMUNITY

The name of the Corporation is "WILLOWBROOK HOMEOWNERS ASSOCIATION, INC.," hereinafter referred to as the "Association." The principal office of the Association shall be located at 5601 Willowlawn Way, Garden City, ID, but meetings of Members and Directors may be held at such places within the State of Idaho, County of Ada, as may be designated by the Board of Directors.

Each dwelling must be occupied by at least one person age fifty-five or over. Each additional person residing within the dwelling must be forty-five years of age with certain specified exceptions (see Article VII, Section 1, A).

WHEREAS, the Association, by and through enactment by a required number of its members, now desire to restate the Declaration of Covenants, Conditions, and Restrictions by an appropriate amending process to recognize that the original Declarant has no further interest in the control of the Development of Subdivision property, nor over the members and their rights, and to simplify the Covenants, Conditions, and Restrictions that establish the rights, procedures, and protections for all members of the Association, and to subject the properties described herein to certain protective covenants, conditions, reservations, easements, liens, and charges for the benefit of the properties and their present and subsequent owners; and

NOW, the Members do hereby enact Covenants, Conditions & Restrictions in their entirety and do hereby declare that all of the properties herein described shall be held, sold, and conveyed upon and subject to, the easements, conditions, covenants, restrictions, and reservations herein set forth, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of, and which shall run with the properties and be binding upon all parties now or hereafter having any right, title, or interest therein or to any part thereof, and shall inure to the benefit of each owners.

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property commonly known as Willowbrook Estates Subdivision No. 1, Willowbrook Estates Subdivision No. 2, and Willowbrook Estates Subdivision No. 3;

NOW THEREFORE, the Declarant declares that all lots and property described in each of these respective Subdivisions shall hereafter be known as Willowbrook Estates, a fifty-five plus (55+) community authorized by the Housing for Older Persons Act (HOPA) of 1995.

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs-18 CHE FOWLER
WILLOWBROOK HOA

2016-102006
10/24/2016 11 AM
AMOUNT: \$61.00



00289558201601020060180186

**RESTATED COVENANTS, CONDITIONS & RESTRICTIONS
OF WILLOWBROOK ESTATES
A FIFTY-FIVE PLUS COMMUNITY**

ARTICLE I: DEFINITIONS

Section 1: ASSOCIATION shall mean and refer to Willowbrook Homeowners Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho, its successors, and assigns.

Section 2: PROPERTIES shall mean and refer to that certain real property herein described and hereafter to be known as Willowbrook Estates.

Section 3: COMMON AREA shall mean and refer to all real property and improvements thereon (including Willowbrook streets, drives, parking areas, waterways, and recreational facilities) owned by the Association for the common use and enjoyment of the owners. The Common Area owned by the Association is described as follows:

Lots 1,2,3,4, and 5, Block A, and Lots 11 and 12 in Block 5 of WILLOWBROOK ESTATES NO. 1 SUBDIVISION, according to the official Plat thereof, filed in Book 53 of Plats at Pages 4620-4621, recorded as Instrument No. 8458202 on the 23rd day of November 1984, records of Ada County, Idaho, excepting that portion of the Common Area described in Exhibit "A" as Instrument No. 8929908, records of Ada County, Idaho, together with

Lot 19, BLOCK 5, of WILLOWBROOK ESTATES NO. 2 SUBDIVISION, according to the official Plat thereof, filed in Book 57 of Plats at Pages 5404-5405, and recorded as Instrument No. 9040569 on July 31, 1990, records of Ada County, Idaho, together with

Lot 1, Block B of WILLOWBROOK ESTATES NO.2 SUBDIVISION, according to the official Plat thereof, filed in Book 57 of Plats at pages 5404-5405, and recorded as Instrument No. 95000406 on December 31, 1994, records of Ada County, Idaho, together with

Block C and D of WILLOWBROOK ESTATES NO. 3 SUBDIVISION, according to the official Plat thereof, filed in Book 59 of Plats at Pages 5730-5731, and recorded as Instruments No. 95000405 and 95000407, respectively, on December 31, 1994, records of Ada County, State of Idaho, and

Lot 100, Block 2 of WILLOWBROOK ESTATES NO. 3 SUBDIVISION, according to the official Plat thereof, recorded as Instrument No. 96319231, on March 6, 1996, records of Ada County, Idaho.

Section 4: LOTS shall mean and refer hereafter to any plot of land shown upon any recorded Subdivision map of the properties with the exception of the Common Area.

Section 5: OWNERS shall mean and refer to the owner of record, including contract buyers, whether one or more persons or entities of the fee simple title to any lot, but

RESTATED COVENANTS, CONDITIONS & RESTRICTIONS
OF WILLOWBROOK ESTATES
A FIFTY-FIVE PLUS COMMUNITY

excluding those having such interest merely as security for the performance of an obligation (see Article II, MEMBERSHIP).

Section 6: ASSIGNEE shall mean and refer to the person assigned voting rights by the Owner (see Article II, paragraph 2).

Section 7: DWELLING UNIT means that portion of any structure intended to be occupied by one family as a dwelling unit together with the vehicular parking garage.

Section 8: MORTGAGE shall mean any mortgage, contract of sale, deed of trust, or other security instrument by which a dwelling unit or any part thereof is encumbered.

Section 9: MORTGAGEE shall mean the holder of the mortgage.

Section 10: FIRST MORTGAGEE shall mean any mortgagee, as defined in Section 9, possessing a lien on any dwelling unit first and prior to any other mortgage, as that term is defined in Section 8 above.

Section 11: INSTITUTIONAL HOLDER shall mean a bank or savings and loan association or established mortgage company or any federal or state agency.

Section 12: MAINTENANCE AREAS designate common areas that are to be maintained by the Association (see Article I, Section 3).

Section 13: CC&R' s shall mean and refer to the Declaration of Covenants, Conditions & Restrictions of Willowbrook Homeowners Association, Inc.

Section 14: GRANDFATHER CLAUSE: a clause that exempts property of persons from a regulatory law because of a pre-existing status. The Grandfather Clause expires upon sale of real property.

Section 15: PERMANENT RESIDENT (PR) refers to the resident that is fifty-five (55) years of age or older.

Section 16: OTHER PERMANENT RESIDENT (OPR) refers to any other resident permanently residing on the same lot with the PR.

Section 17: WATERWAYS shall mean all water features, ponds, drainage ditches, ditch banks, bridges, and pumping equipment.

ARTICLE II: MEMBERSHIP & VOTING RIGHTS

Every owner of a lot shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the

**RESTATED COVENANTS, CONDITIONS & RESTRICTIONS
OF WILLOWBROOK ESTATES
A FIFTY-FIVE PLUS COMMUNITY**

payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such owner and shall automatically terminate and lapse when such owner sells property.

Voting rights and procedures shall be accomplished according to the Bylaws of the Association. Absentee owners shall have the right to assign voting rights and privileges, including Board and/or Committee membership involvement, to the residing resident of the owner's home. The Board must be advised and approve this assignment.

ARTICLE III: COMMON AREA PROPERTY RIGHTS

Section 1: COMMON AREA: Each owner and/or assignee shall have a right to the enjoyment of the Common Area, and such right shall pass with the title to every lot, subject to the following provisions:

A. The right of the Directors of the Association, according to its Bylaws, to establish reasonable Rules and Regulations governing the use of Common Areas.

B. The right of the Directors of this Association may, subject to approval by sixty-six and two thirds percent (66 2/3%) of eligible voters, borrow money for the purpose of improving the Common Area, facilities, and to place a mortgage or trust deed thereon - which shall be a first and prior lien against the property

Section 2: ASSIGNMENT OF USE: Any member may assign his/her right of use of the Common Area and facilities to the members of his/her family, tenants or contract purchasers, provided they reside on the property, and the property owner shall notify, in writing, the Board of Directors. The owners must notify the Board when he/she desires to resume his/her rights to Common Area.

ARTICLE IV: ASSESSMENTS/DUES

Section 1: AGREEMENT TO PAY: Each owner of a lot is deemed to covenant with and agrees to pay the Association:

- Transfer fee for transfer of title to a new owner.
- Regular annual or other periodic assessments or dues.
- Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.
- Any lien assessed against the lot.

**RESTATED COVENANTS, CONDITIONS & RESTRICTIONS
OF WILLOWBROOK ESTATES
A FIFTY-FIVE PLUS COMMUNITY**

- The regular and special assessment, 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.

Section 2: PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in said property and Common Area, the services and facilities devoted to this purpose, and related to the use and enjoyment of the Common Area including (without being limited thereto) the payment of taxes, domestic water, sewage charges, insurance as required, and improvement, and maintenance of the Common Area.

Section 3: LOT DUES:

The Board of Directors shall fix the annual lot dues. The dues may not be raised more than ten percent (10%) in any one year. The membership must be advised of any increase by a written notice from the Board of Directors. If an increase shall be required beyond ten percent (10%) in any one year, it shall require the assent of a majority of sixty-six and two-thirds percent (66 2/3%) of votes cast by members entitled to vote by proxy/absentee ballot or in person at a special meeting called for that purpose.

Section 4: SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENT: In addition to the regular dues authorized above, the Board of Directors may levy a special assessment for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of sixty-six and two-thirds percent (66 2/3%) of members entitled to vote by absentee ballot or in person, provided that a written notice of the time, place, and purpose of the meeting shall be mailed not less than fifteen (15) days nor more than thirty (30) days prior to the date of the meeting. Any such special assessment shall be payable over such a period as the Board of Directors shall determine.

Section 5: UNIFORM RATE: Both annual and special assessments must be fixed at a uniform rate for all lot owners and may be collected on a monthly, quarterly, semiannual, or annual basis in advance.

Section 6: EFFECT OF NON-PAYMENT: Any assessment not paid within sixty (60) days after the due date shall be subject to late fees and a charge of 10% of the balance due compounded monthly, and/or 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

**RESTATED COVENANTS, CONDITIONS & RESTRICTIONS
OF WILLOWBROOK ESTATES
A FIFTY-FIVE PLUS COMMUNITY**

Assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 7: SUBORDINATION TO THE FIRST MORTGAGE: The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall not extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve the owner of record from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8: EXEMPTIONS: The following property, subject to this Declaration, shall be exempt from the assessments created herein:

- All property expressly dedicated to and accepted by a local public authority.
- The Common Area.
- All other properties owned by the Association.

Section 9: RESERVE FUND: The Association shall maintain an adequate reserve fund for the performance of its obligations including the maintenance, repair, and replacement of those common elements and improvements thereon. The Board of Directors shall direct the bank to deduct a minimum of ten percent (10%) of the monthly assessed dues into a Reserve Fund which is to be used for all capital expenses as defined in the most current Reserve Study.

ARTICLE V: EASEMENTS

Section 1: FUTURE EASEMENTS: The Association shall have the future right to provide for such easements across, upon, and under the surface of the Common Area as may be reasonably necessary to serve the interests and convenience of the property owners of the subdivision for public or private ways or public utilities (including cable television, drainage, access, subterranean irrigation lines, and eaves).

Section 2: ENCROACHMENTS: If for any reason there should be encroachments on easements, now existing or in the future might exist, there will be no favor granted to any owner if it interferes with the reasonable use and enjoyment of the property by other owners.

Section 3: MAINTENANCE FOR EASEMENTS: The Board of Directors shall have the right to maintain the grounds in which utility service lines, drainage systems, irrigation water systems, and rights of ingress and egress exist. Maintenance will include removal of trees, trimming trees and bushes, removal of brush, overhanging branches, and other obstructions that may interfere or injure the use and enjoyment of the homeowners.

RESTATED COVENANTS, CONDITIONS & RESTRICTIONS
OF WILLOWBROOK ESTATES
A FIFTY-FIVE PLUS COMMUNITY

ARTICLE VI: MAINTENANCE RESPONSIBILITY

Section 1: The Association shall provide maintenance to the Common Areas and improvements thereon. In the event the need for maintenance or repair is caused through the willful or negligent act of an owner, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to, and become part of, the Assessment to which that owner's lot is subject.

Section 2: Each owner shall be responsible for the maintaining and keeping in good order and repair the exterior of his unit and any private decks, fences, courtyards, landscaping, and lawn contiguous to his unit at all times, including during vacancy. If owner neglects any responsibilities of said maintenance and/or repair(s) and correction is not made within thirty (30) days of written notice from the Board of Directors, the Board shall have the right to hire it done with the total expense being the sole responsibility of the owner. In the event of damages or destruction of a dwelling unit by fire or other casualty, the owner must complete repair and/or replace the dwelling unit within ninety (90) days of the damage or destruction. An application may be made to the Board for an extension of time. If compliance is not met, fines and/or legal fees shall apply at owner's expense.

ARTICLE VII: PROPERTY USE RESTRICTIONS

Section 1: Willowbrook Estates is intended to provide housing, as authorized by the Housing for Older Persons Act (HOPA) of 1995, where people can own their homes on lots in a secluded area surrounded by full perimeter fencing, limited access, and with property use restrictions designed to enhance the peace and comfort of all its residents. To that end, the following restrictions shall apply and shall be for the benefit of and limitations upon all present and future owners of said property or of any interest therein.

- A. No lot shall be used except for single-family residential purposes. To the extent permitted by law, no family may reside upon a lot unless at least one PR resides upon or occupies said lot. Any OPR residing with the PR of said lot shall be at least forty-five (45) years of age. This shall be applicable to one-hundred percent (100%) of all residential lots and subject to the following exceptions:
- a. If the PR should die and devise the lot (or a right to occupy the lot) to a surviving OPR, that person may occupy the residence as long as he or she desires without a PR, so long as the OPR is at least forty-five (45) years of age and receives written approval from the Board. Board approval shall be based on whether or not granting the exception would result in less than eighty (80%) of the occupied lots being occupied by a PR.
 - b. If the PR or OPR suddenly find themselves validly responsible for the provisional care and housing of immediate family members under forty-

**RESTATED COVENANTS, CONDITIONS & RESTRICTIONS
OF WILLOWBROOK ESTATES
A FIFTY-FIVE PLUS COMMUNITY**

five (45) years of age, the Board may grant an exception to allow the family member to reside with the PR and/or the OPR. After thirty (30) days the variance will be reviewed by the board to determine if an extension of time is warranted.

- c. Guests are allowed to reside with the PR and/or OPR for a period of time not to exceed twenty-one (21) calendar days during any calendar year. The Board may grant temporary and reasonable extensions of visitor status where extenuating circumstances are found to exist.
- d. Any OPR, who is not at least forty-five (45) years of age at the time this amendment is recorded, shall be exempt from the forty-five (45) years of age or older requirement for as long as he or she desires. This Grandfather Clause expires upon sale of real property.
- e. The Board shall always grant an exception for a qualified caregiver residing at a lot who is necessary or essential to provide medical and/or health and nursing care services as a reasonable accommodation to residents.

Section 2: Resident occupancy shall not exceed more than two persons for each bedroom in a residence unless the Board of Directors has granted written authorization for additional residents. This does not apply when guests are visiting.

Section 3. No animals, livestock, or poultry of any kind (with the exception of prescribed companion animals) shall be raised, bred, or kept on any part of said property, except that two (2) household pets may be kept within a unit or fenced yard. All dogs and cats or household pets kept on these premises shall be fed and cared for and shall be adequately fenced and controlled so as not to annoy or trespass upon the use of the property of others. Dogs and cats shall not be allowed to run at large. Any animal outside a unit or fenced yard must be on a leash that is no more than 6 feet long; the owner or custodian of the animal shall be responsible for the immediate cleanup of the animal's droppings. Dog houses, kennels, and dog runs are not allowed.

Section 4. All garbage, trash, or other waste shall be placed in the sanitary container provided by the City of Garden City. The containers shall be screened from view. Containers may be placed in front of dwelling up to twenty-four (24) hours in advance of pickup and shall be removed on the day of pickup. No incinerators will be allowed at any time.

Section 5. No noxious or offensive or unsightly conditions shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No soliciting, political ads, or signs of any kind except "For Sale," yard/garage sale posted on homeowner's property for no more than forty-eight hours, and contractor's signs while work is in progress shall be permitted. If a property is sold, any sign relating thereto shall be removed immediately except that a "sold" sign may be posted for a period not to exceed two weeks following

RESTATED COVENANTS, CONDITIONS & RESTRICTIONS
OF WILLOWBROOK ESTATES
A FIFTY-FIVE PLUS COMMUNITY

the sale. No real estate sign or signs of any kind may be displayed on any common area. Temporary directional signs may be posted for no more than 48 hours.

Section 6. **PARKING:** All vehicle parking will be in accordance with current Garden City Code. Clubhouse area parking is intended for those attending common area activities.

- A. Any automobile or other vehicle used by any owner shall be parked in the driveway or garage which is part of his dwelling unit. On-street parking is intended for guests.
- B. Storage for Recreational Vehicles (RVs) belonging to residents is available in the RV parking lot and is under the control of the Board of Directors.
- C. Parking of RVs, boats, trailers, truck campers, trucks, earth moving and like equipment, junk cars, or any unsightly vehicles, individually or collectively, shall not be allowed on any lot in excess of forty-eight (48) hours. Parking of any vehicle which blocks sidewalks or obstructs trash collection or mail delivery is prohibited at all times.

Section 7. **CORNERS AND INTERSECTIONS:** There must always be a clear view of the street at corners and intersections. No vehicle, fence, wall, hedge, or other plantings which obstruct the sightlines shall be permitted to remain on corner lots. Trees and hedges may be permitted to remain if foliage is trimmed at regular intervals so as to prevent obstruction of sight at intersections. Clearance for ease of walking on sidewalks must be maintained.

Section 9. **LEASING OF LOTS:** Notwithstanding anything to the contrary contained in this Declaration, the leasing or renting of any lot or dwelling unit shall be governed by this Section. For the purposes of this Section, the term "lease" in any grammatical form includes rent, sublet, or otherwise permit or allow others to reside therein for legal consideration payable to the owner (or to others) at the owners request or direction, or allow others to reside therein alone for charitable purposes without the owner in residence. An owner may lease their lot subject to the following restrictions:

- A. No lot may be leased if the lease results in more than five percent (5%) of the lots, or twelve (12) lots, (the "Lease Limit") being leased at the same time (including Grandfathered Lots). Nothing herein shall be construed to prohibit a lease qualifying for an exception under this Section.
- B. No lot may be leased for a period of less than twelve (12) consecutive months.
- C. A lot may not be leased except with the prior written approval from the Board.
- D. Approval is based on: the lease will not exceed the Lease Limit.
- E. Prior to leasing any lot, an owner shall apply to the Board for consent.
- F. At least fifteen (15) days prior to tenant occupancy, the lot owner shall submit the written lease agreement to the Board along with the necessary

**RESTATED COVENANTS, CONDITIONS & RESTRICTIONS
OF WILLOWBROOK ESTATES
A FIFTY-FIVE PLUS COMMUNITY**

documentation verifying that the tenant occupant qualifies to occupy the lot under the fifty-five (55) years of age or older requirements established in Section A of this Article.

- G. Owners may at any time be required to furnish to the Board documentation when leasing their lot which may be in the form of a driver's license, birth certificate, passport or other identification satisfactory to the Board that occupants of any lot satisfy the fifty-five (55) years of age or older requirements established in Section A of this Article.
- H. Once the Lease Limit is reached, a lot may be leased only under the following exceptions:
- a. Any Grandfathered Owner currently leasing a lot may continue to lease that lot until such time as the Grandfathered Owner no longer owns the lot or at such time as the Grandfathered Owner occupies the lot. Thereafter, all lease restrictions in this Section 9 shall apply.
 - b. Any owner of a lot who is deployed with the military is eligible for the Military Deployment Exception. Military personnel, not deployed, are otherwise subject to the requirements and restrictions of this Section.
 - c. If a trust or estate planning entity was created for (a) the estate of a current resident of the lot; or (b) the parent, child, or sibling of a current resident of the lot, the entity or trust will be allowed to continue renting until an officer, owner, member, trustee, beneficiary, director, or other person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the lot, occupies the lot.
 - d. Notwithstanding any of the above, an owner may apply to the Board for a hardship waiver of any or all of the conditions of this Section upon a showing of hardship or practical difficulties arising from unforeseen events such as the death of a husband or wife or life partner of the owner, job relocation, charitable service, public service, disability, or difficulty in selling the lot due to market conditions in the area or other similar circumstances. The Board has discretion to approve an owner's hardship application to temporarily lease the owner's lot. However, the Board is not obligated to approve any hardship exception, and is prohibited from approving a hardship application to lease a lot under this Section for a time period of more than two (2) years.
 - e. The Board may adopt by resolution such rules and regulations that establish the application and approval process, a waiting list, the contents or exact form of lease agreements, and any other rules deemed necessary by the Board.

ARTICLE VIII: BUILDING RESTRICTIONS

**RESTATED COVENANTS, CONDITIONS & RESTRICTIONS
OF WILLOWBROOK ESTATES
A FIFTY-FIVE PLUS COMMUNITY**

Section 1: BUILDING RESTRICTIONS: From and after the date of the recording of this Restatement of Covenants, Conditions & Restrictions of Willowbrook Estates, no building shall be erected, altered, placed, or permitted to remain on any lot other than on (1) detached single-family dwelling, containing a minimum of one thousand (1,000) square feet of living space, not to exceed thirty-five (35) feet in height, and one private garage or carport for not more than three (3) vehicles.

Vinyl products are allowed as an acceptable material of use in outside construction for items such as arbors, garbage can enclosures, pergola, trellis, bridges, decks, visual screens, railing for porches and patios, hot tub enclosures, and privacy screens. Architectural Review Committee approval required. Construction must meet harmony of external design criteria of CC&R's, Article IX, Section I, page 14.

Section 2: EXTERIOR CONSTRUCTION: Subject to the approval of the Association and Architectural Review Committee, each dwelling unit shall be covered by wood siding or residential lap siding or FHA-approved steel, aluminum, or vinyl siding, have approved roofing" with a minimum of six (6) inch eaves, and shall be placed or constructed on a full concrete foundation. The top of the concrete foundation shall be a minimum of twelve (12) inches and a maximum of eighteen (18) inches above the top of the curb at the front of the lot. In addition, each lot shall have, within sixty (60) days of occupancy of a dwelling unit thereon, a minimum of four hundred (400) square feet of concrete to be used for driveways, on-site parking and/or patios. The owner of each lot, within thirty (30) days of occupancy, must have a minimum of four hundred (400) square feet of carport or garage, as approved by the Architectural Review Committee, and must provide for a paved or concrete on-site area sufficient to provide off-street parking for a minimum of two (2) vehicles. Driveways shall not be extended on either side for additional parking. The owner of each lot, within thirty (30) days of occupancy, must also install (on the front of the lot) a standard post light with dusk to dawn light sensor and agree to maintain the same.

All carports and garages must be approved as to size and design by the Architectural Review Committee. Fences must be located on homeowner's property line. Fences must be an open style, constructed of chain link, wrought iron, vinyl, decorative block, and brick or stone if open style can be maintained. All storage buildings must be of the same exterior material as the dwelling unit and attached thereto. The use of non-wood residential siding must first be approved by the Architectural Review Committee, but the approval may be granted only in the event of a relevant change in residential siding market conditions after the effective date of these CC&R's.

Section 3: BUILDING PERMITS: When required by city code, a building permit must be obtained to build or alter a structure in Willowbrook Estates.

ARTICLE IX: ARCHITECTURAL REVIEW

**RESTATED COVENANTS, CONDITIONS & RESTRICTIONS
OF WILLOWBROOK ESTATES
A FIFTY-FIVE PLUS COMMUNITY**

Section 1: APPROVAL: No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee composed of not less than three (3) representatives appointed by the Board. In the event said designated committee fails to approve such design and location within twenty (20) days, the matter shall automatically be submitted to the Board for resolution within a thirty (30) day period.

Section 2: CERTIFICATION: Applications made to the Architectural Review Committee shall be described in detail at regular Association Board meetings and thus become part of the Minutes. Processed applications are to be kept on file in the Association office. For further information, see Architectural Review Construction Guidelines available in the office.

ARTICLE X: INSURANCE AND BOND

Section 1. The Association shall secure and maintain at all times the following insurance and bond coverage to the extent that such insurance is reasonably available considering availability, cost, and risk coverage provided by such insurance:

- A. A policy providing "all risk" property coverage for all real property, insurable improvements, and personal property owned by the HOA located on the common area. Policy will include a "replacement cost endorsement" settling any claim on a full replacement cost basis without deduction for depreciation, and shall contain an agreed amount and inflation guard endorsement or its equivalent, if available. The policy shall also contain ordinance, law, and increased costs of construction endorsements. All property policies shall have policy limits sufficient to provide full replacement cost coverage.
- B. A commercial general liability policy providing insurance on the common area, insuring the Association and its members for damage or injury caused by the negligence of the Association or any of its members, employees, agents, volunteers, or contractors while acting on its behalf. Limits of liability under such insurance shall not be less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.
- C. Directors and Officers Liability coverage providing individual liability for its HOA board members, committee members, employees, volunteers, and the community itself from lawsuits arising out of the management of the HOA. The minimum coverage for such insurance shall be at least \$1,000,000 per claim if defense coverage is outside the limit per claim or \$2,000,000 per claim if defense coverage is included within the claim limit.
- D. The following additional provisions shall apply with respect to the insurance:

**RESTATED COVENANTS, CONDITIONS & RESTRICTIONS
OF WILLOWBROOK ESTATES
A FIFTY-FIVE PLUS COMMUNITY**

- a. In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance held by the individual owners or their mortgages.
- b. A waiver of subrogation by the insurer as to any claims against the Board, manager, owners, and their respective servants, agents and guests.
- c. All policies of insurance shall provide that the policies may not be canceled or substantially diminished or reduced in coverage without at least 30 days' prior written notice.
- d. All policies shall include a separation of insureds endorsement or cross-liability endorsement, if available.
- e. All policies shall be written in companies licensed to do business in Idaho and hold the following minimum financial ratings by AM Best:
 - i) Financial Strength (FSR) – A
 - ii) Financial Size Category (FSC) – Class III
- E. The association shall purchase workers' compensation and employers' liability insurance with respect to employees of the Association to the extent required by law.
- F. The Association may obtain additional insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate.
- G. The Board of Directors shall initiate an annual review of the existing insurance program.

ARTICLE XI: CONDEMNATION

Section 1: CONSEQUENCE OF CONDEMNATION: If at any time or times, all or any part of the Common Area shall be taken or condemned by any public authority or sold or otherwise disposed of the following provisions shall apply:

- I. A. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.
- B. The Condemnation Award shall be apportioned among the owners equally on a per-lot basis. The Association shall, as soon as practicable, determine the shares of the Condemnation Award to which each owner is entitled. Such shares shall be paid into a trust account set up by the Association until all funds have been disbursed, first to Mortgagees and other lienholders in the order of priority other mortgages and liens, and the balance disbursed to each respective owner.

RESTATED COVENANTS, CONDITIONS & RESTRICTIONS
OF WILLOWBROOK ESTATES
A FIFTY-FIVE PLUS COMMUNITY

ARTICLE XII: MORTGAGE PROTECTION

Notwithstanding anything to the contrary contained in this Declaration or in the Bylaws of the Association:

Section 1. The holders of First Mortgages shall have the right to examine the books and records of the Association and to require annual reports or other appropriate financial data.

Section 2. Any lien which the Association may have on any dwelling unit for the payment of assessments attributable to such unit will be subordinate to the lien or equivalent security interest of any Mortgage on the unit recorded prior to the date notice of such assessment lien is duly recorded.

Section 3. Unless all institutional holders of First Mortgages have given their prior written approval, the Association shall not:

- A. By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area property owned, directly or indirectly, by such Association for the benefit of the owners. (The granting of easements for public utilities or other public purposes consistent with the intended use of such Common Area property shall not be deemed a transfer within the meaning of this clause.)
- B. Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an owner.
- C. By act or omission, waive, or abandon any plan or regulation, or enforcement thereof, pertaining to the architectural design or the exterior appearance of the dwelling units, in maintenance of the Common Area property, walls, or common fences and driveways, or the upkeep of lawns and plantings in the subdivisions.
- D. Fail to maintain fire and extended coverage on insurable Common Area property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).
- E. Use hazard insurance proceeds for losses to any Common Area property for other than the repair, replacement, or reconstruction of such Common Area property. Amend materially this Article XII.

ARTICLE XIII: ENFORCEMENT

The Association may, through the Bylaws, documented policy or resolution pursue enforcement of violations through any of the following methods: written notification(s), arbitration, hearing process, suspension of right to use facilities, fines, or legal actions.e

ARTICLE XIV: GENERAL PROVISIONS

**RESTATED COVENANTS, CONDITIONS & RESTRICTIONS
OF WILLOWBROOK ESTATES
A FIFTY-FIVE PLUS COMMUNITY**

Section 1: NOTIFICATION: Upon acquiring a lot, the owners of the lot shall immediately inform the Association, 5601 Willowlawn Way, of their names and address to which notices from the Association should be sent. The owners shall be responsible for informing the Association of any change of mailing address. All notices sent to the last address on record for the owner shall be deemed adequately given.

Section 2: CERTIFICATION OF RECEIPT AND CONFORMITY WITH CC&R'S:
Prior to issuance of security gate entry code, and/or receiving the entry control unit, and acceptance by members of the Association, such owners shall certify to the Association that:

- A. They have received a copy of the Covenants, Bylaws, and Rules of the Association and will adhere to the same,
- B. Occupants of any dwelling situate thereon meet the requirements of Article VII (Property Use Restrictions).

Section 3: SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4: DOCUMENT: The Covenants, Conditions, and Restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns.

Section 5: AMENDMENT: Any of the Covenants, Conditions, and Restrictions in this Declaration, except for the easements herein granted, may be amended or entirely restated by the members by the affirmative vote of sixty-six and 2/3 percent (66 2/3%) of the votes cast in person, proxy, or by absentee ballot. A special meeting must be called during which the vote will be taken. The amendment shall not be effective unless or until it is duly recorded.

This Covenants, Conditions, and Restrictions document shall be reviewed at least every ten (10) years from the effective recorded date.

RESTATED COVENANTS, CONDITIONS & RESTRICTIONS
OF WILLOWBROOK ESTATES
A FIFTY-FIVE PLUS COMMUNITY

EXECUTED this 24th day of October, 2016
WILLOWBROOK HOMEOWNERS ASSOCIATION, INC.

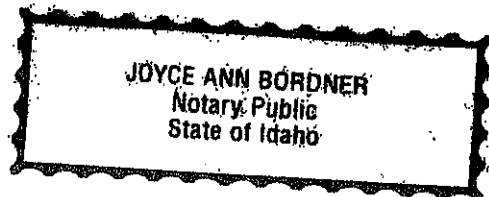
BY: Rita Sherman
Rita Sherman
TITLE: President

STATE OF IDAHO)
COUNTY OF ADA) SS:

On this 24 day of October, 2016, personally appeared before me
Rita Sherman, who by me being duly sworn, did say
that she is the President of the Willowbrook Homeowner's Association, Inc. and that the
foregoing instrument was approved at a duly held special meeting on October 19, 2016
by the affirmative vote of sixty-six and two-thirds (66 2/3) of the votes cast in person or
by absentee ballot.

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

Joyce Ann Bordner
Notary Public for Idaho
Residing at Garden City, Idaho
Commission Expires: 2-12-2019



WITNESSETH:

Whereas, the "Declaration of Covenants, Conditions, and Restrictions of Willowbrook
Estates No. 1 Subdivision", was previously recorded on November 23, 1984, as
Instrument No. 8458202, Book 53 of Plats, Pages 4620-4621, records of Ada County,
Idaho (hereinafter "CC&R's"); and

Willowbrook Estates No. 2 Subdivision, according to the official plat thereof, recorded
on October 15, 1991, as Instrument No. 9030015, Book 57 of Plats, Pages 5404-5405,
records of Ada County, Idaho; and

Willowbrook Estates No. 3 Subdivision, according to the official plat thereof, recorded

**RESTATED COVENANTS, CONDITIONS & RESTRICTIONS
OF WILLOWBROOK ESTATES
A FIFTY-FIVE PLUS COMMUNITY**

on November 15, 1991, as Instrument No. 9164936, Book 59 of Plats, Pages 5730-5731, records of Ada County, Idaho.

Whereas, the said CC&R's have been previously restated and recorded on July 1, 2005, as instrument No. 105088478 Ada Co., Idaho

And amended by recording "Amendment to Restated Declaration of Covenants, Conditions, and Restrictions on December 21, 2006, Instrument No 106197678 records of Ada Co. Idaho

And Amended by Recording "Amendments to Willowbrook Estates" dated June 15, 2012, as Instrument No. 112057657 records of Ada Co., ID

And Amended by Recording "Third Amendment to Willowbrook Estates" dated May 26, 2015, as Instrument No. 2015-044715, records of Ada Co, ID

And Amended by Recording "Amendment to Willowbrook Estates Recorded Covenants, Conditions, and Restrictions dated 6/23/05" dated 2/10/2016 as Instrument No. 2016-011258 records of Ada Co., ID

NOW THEREFORE this Document, entitled RESTATED COVENANTS, CONDITIONS & RESTRICTIONS OF WILLOWBROOK, and dated 23 June 2005 supersedes all the above-described Amendments. The three Subdivisions hereafter shall be known as WILLOWBROOK ESTATES.

THIS INSTRUMENT FILED
FOR RECORD BY STEWART
TITLE COMPANY AS AN
ACCOMMODATION ONLY. IT
HAS NOT BEEN EXAMINED
AS TO ITS EFFECTS UPON
THE TITLE.

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=4 LISA BATT
STEWART TITLE - EMERALD OFFICE

2017-122182
12/21/2017 03:35 PM
\$19.00

WHEN RECORDED RETURN TO

Vial Fotheringham, LLP
6126 W. State Street, Suite 311
Boise, ID 83703

**AMENDMENT TO RESTATED DECLARATION
OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR WILLOWBROOK ESTATES**

This Amendment to the Restated Declaration of Covenants, Conditions & Restrictions for Willowbrook Estates is made effective as of the date recorded, by the Owners of properties within the Willowbrook Estates Subdivision, as depicted on the official plats of Willowbrook Estates No. 1 Subdivision recorded as Instrument No. 8458202, Willowbrook Estates No. 2 Subdivision recorded as Instrument No. 9030015, and Willowbrook Estates No. 3 Subdivision recorded as Instrument No. 9164936 in the records of Ada County, State of Idaho.

ARTICLE I - RECITALS

1.1 Supplement and Amendment to Declaration. This Amendment is a supplement and amendment to that certain Restated Declaration of Covenants, Conditions & Restrictions for Willowbrook Estates, recorded as instrument 2016-102006 in the records of Ada County Idaho on October 24, 2016, as amended and supplemented (the "Declaration").

1.2 Authority. Article XIV, Section 5 of the Declaration, entitled "Amendment," permits the amendment of the Declaration, so long as the amendment has been approved by the affirmative vote of the Owners representing at least sixty-six and two-thirds percent (66 ⅔ %) of the votes cast in person, proxy or absentee ballot.

1.3 Definitions. Except as otherwise defined or modified herein, all terms appearing herein initially capitalized shall have the same meanings as are ascribed to such terms in the Declaration.

ARTICLE II - AMENDMENTS

The Declaration is hereby amended as follows. All references are to the Declaration:

- 2.1** Article IV, Section 1 entitled "Agreement to Pay" is hereby amended to read as follows (amended language is in *italics* and deleted language is indicated by strikethrough):

Section 1: AGREEMENT TO PAY: Each owner of a lot is deemed to covenant with and agrees to pay the Association:

- *Reinvestment fees, such fees to be fixed, established, and collected as hereinafter provided. A reinvestment fee shall be considered an assessment and any reference herein to "assessments" shall be deemed to include a reference to reinvestment fees.*
- Regular annual or other periodic assessments or dues.
- Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.
- Any lien assessed against the lot.

The ~~regular and special assessment~~ *foregoing 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 *or fee* 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.

2.2 Article IV is hereby amended to include Section 9 as follows (amended language is in *italics*):

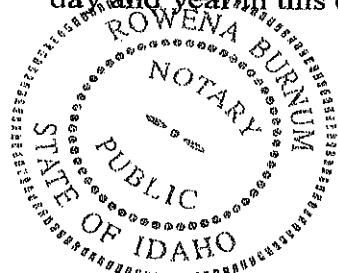
Section 9: REINVESTMENT FEES: *Upon closing of any transfer of legal title to a lot, the new Owner shall pay to the Association, in addition to any other required amounts, a reinvestment fee, in an amount determined by the Board from time to time. Reinvestment fees shall be used exclusively for capital improvement expenditures and are not to be used for any other purpose. Capital improvement expenditures shall be determined by the Board in its sole discretion. Nothing herein shall be construed as requiring that any portion of a reinvestment fee be passed through to a third-party.*

[Remainder of page intentionally left blank]

Willowbrook Subdivision Homeowners Association, Inc.
an Idaho Non-Profit Corporation

STATE OF IDAHO)
) ss.
County of Ada)

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



Notary Public for Idaho
Residing at Bosco, ID
My commission expires: 6-10-18

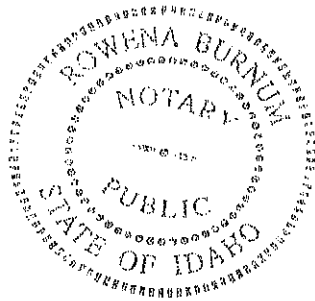
Willowbrook Subdivision Homeowners Association, Inc.
an Idaho Non-Profit Corporation

By: Joyce Ann Bordner
Name: Joyce Ann Bordner
Its: Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 21st day of Dec., 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Joyce Ann Bodne, known or identified to me to be the person who executed the instrument on behalf of said Association, and acknowledged to me that such Association 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.



[Signature]
Notary Public for Idaho

Residing at Boise ID

My commission expires: 6-10-18

Resolution 3 – 2017

**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 December 20, 2017, did vote unanimously to levy a reinvestment fee in the amount of five hundred dollars (\$500.00) upon new homeowners as provided in Article IV Section 1 of the Restated CCRs as amended.

Recorded in the minutes on December 20, 2017

Signed on December 26, 2017

Rita Sherman Rita Sherman
Rita Sherman, President, Board of Directors

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 of 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 vote 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 homeowner 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 Dec. 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 Dept. in compliance with Garden City Codes.

Recorded in the minutes on _____ April 19_____, 2017

Signed on _____ April 24_____, 2017

Rita Sherman by Al Caparella
Rita Sherman, President, Board of Directors

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 1999.

BE IT RESOLVED that at a duly noticed and conducted meeting of the Willowbrook Estates Homeowners Association Board of Directors, held on the 15th 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 (ie: 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: *John Sherman*
Board President

By: *James F. Yeaman*
Board Vice President

Recording Requested By and
When Recorded Return to
Stephanie A. Hansen
Borton-Lakey Law & Policy
141 E. Carlton Ave.
Meridian, ID 83701

**AMENDMENT TO RESTATED DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS FOR WILLOWBROOK ESTATES**

This Amendment to the Restated Declaration of Covenants, Conditions & Restrictions for Willowbrook Estates is made effective as of the date recorded, by the Owners of properties within the Willowbrook Estate Subdivision, as depicted on the official plats of Willowbrook Estate No. 1 Subdivision recorded as instrument No. 9030015, and Willowbrook Estates No. 3 Subdivision recorded as Instrument No. 9164936 in the records of Ada County, State of Idaho.

**ARTICLE I
RECITALS**

Section 1.1 Supplement and Amendment to Declaration. This Amendment is a supplement and amendment to that certain Restated Declaration of Covenants, Conditions & Restrictions for Willowbrook Estates, recorded as Instrument 2016-102006 in the records of Ada County Idaho on October 24, 2016, as amended and supplemented (the "Declaration").

Section 1.2 Authority. Article XIV, Section 5 of the Declaration, entitled "Amendment," permits the amendment of the Declaration, so long as the amendment has been approved by the affirmative vote of the Owners representing at least sixty-six and two-third percent (66 2/3%) of the votes cast in person, proxy or absentee ballot.

Section 1.3 Definitions. Except as otherwise defined or modified herein, all terms appearing herein initially capitalized shall have the same meanings as are ascribed to such terms in the Declaration.

ARTICLE VII AMENDMENTS

The Declaration is hereby amended as follows. All references are to the Declaration:

- 2.1 Article VII, Section 5 is hereby amended to read as follows (amended language is in italics and deleted language is indicated by strikethrough):

Section 5. No noxious or offensive or unsightly conditions shall be permitted upon any part of said property, nor shall anything be done thereon which be or become an annoyance or a nuisance to the neighborhood. ~~No soliciting, political ads, or signs of any kind except for "For Sale," yard/garage sale posted on homeowner's property for no more than forty-eight hours, and contractor's signs while work is in progress shall be permitted. If a property is sold, any sign related thereto shall be removed immediately except that a "sold" sign may be posted for a period not to exceed two weeks following the sale. No soliciting or signs of any kind are permitted with the exception of the following:~~

- a. *Yard/Garage Sale Signs.* *May be posted on homeowners' property for no more than forty-eight hours.*
- b. *Real Estate or "For Sale" Signs.* *If a property is sold, any sign relating thereto shall be removed immediately except that a "sold" sign may be posted for a period of not to exceed two weeks following the sale. No real estate signs or signs of any kind may be displayed on any common area. Temporary directional signs may be posted for not more than 48 hours.*
- c. *Contractor's Signs.* *May be permitted while work is in progress.*
- d. *Political Signs.* *Political signs are be permitted as follows: Each property owner is permitted no more than two (2) political signs which may be no larger than 3 feet by 3 feet and must be affixed to the property owner's own property. No political signs may be permitted to have sound or lights accompanying the sign. No political sign may be displayed for more than fourteen (14) days prior to any election or ballot measure and must be removed within forty-eight (48) hours of the completion of the election or ballot measure for which the sign is displayed. No political sign shall be permitted or attached to any common area.*

Violation of any of the above restrictions regarding political signs will result in the following:

A three day (3) written notice to cure the violation shall be provided to the property owner who is in violation of the terms above. Upon the expiration of the three-day (3) notice, if the sign has not been removed or the violation cured, the Board may remove the sign that is in violation.

Notwithstanding the above, the Board has authority to immediately remove of any political sign that:

- 1) *Is placed upon common area owned by the association.*

- 2) *Violates any law or ordinance;*
- 3) *Is a threat to public health and safety; or*
- 4) *Is accompanied by sound or music, or has any other materials attached to it.*

//End of Amendment//

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment and attests that they are the President and Secretary, respectively, of the Willowbrook Subdivision Homeowners Association, Inc, and that this Second Amendment was duly approved and authorized by the affirmative vote of the Owners representing at least sixty-six and two-thirds percent (66 2/3%) of the votes in the Association this 20th day of April, 2021.

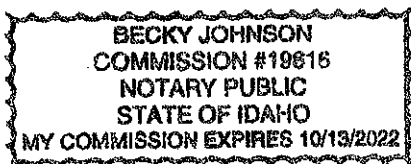
Willowbrook Subdivision Homeowner's Association, Inc.
An Idaho Non-Profit Corporation

By: *Sherry Montosa*
Sherry Montosa,
President

STATE OF IDAHO)
) ss
County of Ada)

On this 20 day of April, 2021, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared **Sherry Montosa**, known or identified to me to be the President of Willowbrook Estates, an Idaho Corporation, the Corporation that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said Corporation, and acknowledged to me that such Corporation 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.



Becky Johnson
Notary Public for Idaho
Residing at: Boise
My Commission Expires: 10/13/2022

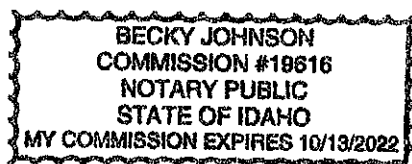
Willowbrook Subdivision Homeowner's Association, Inc.
An Idaho Non-Profit Corporation

By: Martha Campbell
MARTHA CAMPBELL,
Secretary

STATE OF IDAHO)
) ss
County of Ada)

On this 20 day of April, 2021, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Martha Campbell known or identified to me to be the Secretary of Willowbrook Estates, an Idaho Corporation, the Corporation that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said Corporation, and acknowledged to me that such Corporation 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.



Becky Johnson
Notary Public for Idaho
Residing at: Boise
My Commission Expires: 10/13/2022