

RESTATED COVENANTS, CONDITIONS & RESTRICTIONS
original ccrs
Instrument Number 2016-102006 **of**
Willowbrook Estates Homeowners Association, Inc.

A FIFTY-FIVE PLUS COMMUNITY

Restated: May 20, 2025

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

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**RESTATED COVENANTS, CONDITIONS & RESTRICTIONS
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ARTICLE I: DEFINITIONS

ASSOCIATION

“Association” shall mean Willowbrook Homeowners Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho, its successors, and assigns.

CC&Rs, BYLAWS, and RULES

“CC&Rs, Bylaws, and Rules” shall mean the Declaration of Covenants, Conditions & Restrictions, the Bylaws, and the Rules and Regulations of Willowbrook Homeowners Association, Inc.

COMMON AREA

“Common Area” shall mean all real property and improvements thereon (including Willowbrook clubhouse, RV storage area, streets, drives, parking areas, sidewalks, waterways, landscaping, and Recreational Facilities) owned by the Association for the common use and enjoyment of the members. The Common Area may include easement or license rights.

GRANDFATHER RIGHTS

“Grandfather Rights” shall mean a LOT or individual who is exempt from an otherwise applicable requirement because of a preexisting status.

LOT

“LOT” shall mean any LOT shown upon any recorded plat map of the Property with the exception of the Common Area. See Attachment B

MORTGAGE

“Mortgage” shall mean any mortgage, contract of sale, deed of trust, or other security instruments by which a LOT, improvement on the LOT, or any part thereof is encumbered.

OWNER

“OWNER” shall mean the OWNER of record of the fee simple title to any LOT, whether one or more persons or entities. OWNERS shall not include any person or entity having an interest merely as security for the performance of an obligation.

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PROPERTY

"Property" shall mean the real certain property identified in Attachment A of the CCRs, including each LOT, parcel, and portion identified on Attachment A, and interest in the same, including water rights or other interests associated with or appurtenant to such real property, which are brought within the jurisdiction hereof by the Declaration and/or any supplemental Declaration.

QUORUM

A "quorum" of Board of Directors shall mean five of seven of the then serving Board of Directors.

RECREATIONAL FACILITIES

"Recreational Facilities" shall mean the pool and surrounding gated area, spa, putting green, court facility and all recreational activities within the facility, horseshoe pits, and clubhouse game tables.

- A. No one under the age of 18 is allowed to use Recreational Facilities, including, but not limited to the pool, spa, golf putting green, all courts, game tables, and horseshoe pits, and must be accompanied by a resident.

RESIDENCE

"Residence" shall mean the structure on the LOT including the parking structure.

ARTICLE II: MEMBERSHIP & VOTING RIGHTS

Section 1: MEMBERSHIP

- A. Each OWNER, by virtue of being an OWNER, and for so long as such OWNER owns a LOT, shall be a member of the Association. This is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation (e.g., mortgage holders, banks).
- B. Non-resident OWNERS may assign membership privileges to the residents or occupants of the OWNER's home. Those privileges may include Board and/or Committee membership.

Section 2: VOTING RIGHTS

- A. There is one vote per LOT.
- B. Voting procedures shall be accomplished according to the Bylaws of the Association.
- C. Non-resident OWNERS shall have the right to assign the LOT vote to a resident or occupant of the OWNER's home. The Board must be advised and approve this

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assignment. This assignment shall be accomplished according to the Bylaws of the Association.

Section 3: QUORUM AND AFFIRMATIVE VOTE REQUIREMENTS

Quorum and affirmative vote requirements for all situations requiring a vote pertaining to the Willowbrook community are stated in Attachment C - Quorum and Voting Requirements for Willowbrook Homeowners Association.

ARTICLE III: COMMON AREA PROPERTY RIGHTS

Section 1: COMMON AREA

Each OWNER shall have a right to the enjoyment of the Common Area, and such right shall pass upon transfer of the title. Use of the common area is subject to the Willowbrook Homeowners Association Rules and Regulations which are established by the Board of Directors.

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. The property OWNER shall notify the Board of Directors in writing upon assignment or retraction of these rights.

ARTICLE IV: DUES, SPECIAL ASSESSMENTS, LIMITED ASSESSMENTS and FEES

Section 1: AGREEMENT TO PAY

OWNERS shall pay the Association:

- A. Homeowners Association LOT Dues.
- B. Assessments.
- C. Fees (Reinvestment, Transfer, and Liens).

Section 2: PAYMENT and USE OF PAYMENTS

- A. Dues, special assessments, and fees shall be fixed at a uniform rate for all LOT OWNERS.
- B. Effect of Non-Payment
 - i. Dues, assessments, and fees not paid within sixty (60) days after the due date shall be subject to a 10% late fee of the balance due, compounded monthly.

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- ii. It shall be the right of the Association to bring legal action against the OWNER and/or to file a lien against the OWNER's LOT for Dues, Assessments, and/or Fees not paid in accordance with these CC&Rs.
 - iii. Unpaid dues, special assessments, or fees, together with interest, costs of collection, and reasonable attorney's fees shall be charged against the LOT. These charges shall be the personal obligation of the OWNER and shall remain a lien upon the LOT until paid.
 - iv. During a period in which an OWNER has not paid dues, assessments, and fees in accordance with these CC&Rs, it shall be the right of the Association to suspend the OWNER's or their assignee's right to use of the recreational facilities.
- C. Dues, special assessments, and fees levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents including payment of taxes; domestic water, electricity, and sewage charges; insurance as required; operating expenses of the Association office; and improvements and ongoing maintenance of the Common Area.

Section 3: LOT DUES

The Board of Directors sets the annual Homeowners Association LOT Dues.

- A. The annual dues may be raised up to ten percent (10%) in any one year.
- B. The membership must be advised of this increase by a written notice from the Board of Directors.
- C. If an increase beyond ten percent (10%) is requested in any one year, it requires a Special Meeting of the members and a vote according to Attachment C - Quorum and Voting Requirements for Willowbrook Homeowners Association.
- D. Dues are to be paid in advance and may be paid monthly, quarterly, semi-annually, or annually.

Section 4: SPECIAL ASSESSMENTS

The Board of Directors may request a special assessment for the purpose of defraying, in whole or in part, the unanticipated costs of any construction, reconstruction, repair, or replacement of a capital improvement on the Common Area, including fixtures and personal property related thereto.

- A. The membership will be informed of any special assessment request in writing with the opportunity for discussion at a meeting called prior to voting.
- B. The 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.

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- C. This special assessment requires a quorum and vote according to Attachment C - Quorum and Voting Requirements for Willowbrook Homeowners Association.
- D. Any special assessment shall be paid by the members over such a period as the Board of Directors determines.

Section 5: LIMITED ASSESSMENTS

A Board may levy a Limited Assessment against an OWNER as a remedy to reimburse the Association for costs incurred in bringing the OWNER and/or the OWNER's LOT into compliance with the CC&Rs, Bylaws, and/or Rules and Regulations, or otherwise providing goods or services benefitting less than all OWNERS or all OWNER's LOTs.

Section 6: FEES

A. Buy-In Fee

Upon closing of any transfer of legal title to a LOT, the new OWNER shall pay a buy-in fee to the Association. The amount of the buy-in fee is determined by the Board. Buy-in fees shall be deposited to the Willowbrook Reserve Fund.

B. Transfer

Upon closing of any transfer of legal title to a LOT, the Seller shall pay a transfer fee to the Association. The amount of the transfer fee is determined by the Board.

C. Liens

The association may levy liens in accordance with the provisions of Idaho Statutes.

D. Negligence

Should the need for maintenance or repairs in the Common Area be caused through the willful or negligent act of an OWNER, the OWNER's family, guests, or invitees; the cost of the maintenance or repairs shall be the responsibility of that OWNER.

Section 7: RESERVE FUND

The Association shall maintain an adequate Reserve Fund for the performance of its obligations including the maintenance, repair, and replacement of the Common Area and improvements thereon.

ARTICLE V: EASEMENTS

Section 1: EASEMENTS

The Association may create 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 overhanging structures).

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Section 2: ENCROACHMENTS

If an OWNER, or OWNER's property, encroaches on existing or future easements and interferes with the reasonable use and enjoyment of the property by other OWNERS, the OWNER must correct the encroachment within thirty (30) days after notification by the Association.

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 with the use and enjoyment of all homeowners.

ARTICLE VI: MAINTENANCE RESPONSIBILITY

Section 1: ASSOCIATION RESPONSIBILITY

The Association shall provide routine maintenance of the Common Area.

Section 2: OWNER RESPONSIBILITY

- A. Each OWNER shall be responsible for maintaining and keeping in good order and repair the exterior of the OWNER's Residence and any private decks, patios, fences, courtyards, landscaping, and lawn contiguous to said unit at all times, including during vacancy. This shall include debris, leaf & snow removal from sidewalks bordering the OWNER's LOT.
- B. If the OWNER neglects any responsibilities for maintenance and/or repairs, the Board may give written notice of needed corrections. If correction is not made within thirty (30) days of written notice from the Board of Directors, the Board shall have the right to hire the work done with the total expense being the sole responsibility of the OWNER.

Section 3: REPAIR and REPLACEMENT

In the event of damage or destruction of a Residence by fire or other casualty, the OWNER must submit a plan to the Architectural Review Committee (ARC) to repair or replace the residence.

- A. This plan must be submitted within 90 days of the event and must include a timeline for completion in accordance with the ARC.
- B. If needed, an application may be made to the Board for an extension of the timeline.
- C. If this requirement is not met, fines and/or legal fees may be assessed at the OWNER's expense.

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- D. All plans must be in accordance with the provisions of the Architecture Review Committee.

ARTICLE VII: PROPERTY USE RESTRICTIONS

Section 1: HOUSING FOR OLDER PERSONS ACT

Willowbrook Estates is intended to provide a community, as authorized by the Housing for Older Persons Act (HOPA) of 1995, where people can own their homes on LOTs surrounded by full perimeter fencing, limited access, and with property use restrictions designed to enhance the peace and comfort of all its residents.

- A. No LOT shall be used except for single-family residential purposes.
- B. No family may reside upon a LOT unless at least one permanent resident (PR) age 55 or older resides upon or occupies said LOT. Any other permanent resident (OPR) residing with the PR 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:
 - i. If the PR should die and bequeath the LOT (or the right to occupy the LOT) to 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 percent (80%) of the occupied LOTs being occupied by a PR as required for HOPA.
 - ii. If the PR or OPR suddenly find themselves responsible for the provisional care and housing of immediate family members under forty-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 exception will be reviewed by the board to determine if an extension of time is warranted.
 - iii. 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.
 - iv. 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 the real property.
 - v. The Board shall always grant an exception for a qualified caregiver who is necessary or essential to provide medical and/or health and nursing care services.

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Section 2: OCCUPANCY

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. ANIMALS

- A. Household pets are considered a dog, a cat, aquarium fish, or a small (less than five [5] pounds) animal kept within an enclosure, such as a cage or glass terrarium, inside the Residence.
- B. All household pets kept on the LOT shall be fed and cared for and shall be adequately fenced and controlled so as not to annoy or trespass upon the property of others.
- C. No animals other than household pets may be kept anywhere within the Residence or on the LOT.
- D. No animals may be bred for sale on the LOT.
- E. Dogs and cats
 - i. No more than two (2) dogs, or two (2) cats, or one (1) cat and one (1) dog may be kept within a Residence or within the fenced yard of the LOT.
 - ii. Dogs and cats shall not be allowed to run at large and not are allowed in Common Area.
 - iii. Any dog or cat outside a Residence or fenced yard must be on a leash that is no more than 6 feet long and in the company of its caretaker, i.e. not staked out alone.
 - iv. The OWNER or custodian of the dog or cat shall be responsible for the immediate cleanup of the animal's droppings.
 - v. Dog houses, kennels, and dog runs are not allowed.

Section 4. WASTE REMOVAL

All garbage, trash, or other waste shall be placed in the sanitary container provided by the City of Garden City.

- A. Waste containers shall be screened from view.
- B. Waste containers may be placed in front of the residence up to twenty-four (24) hours in advance of pickup and must be removed from the street on the day of pickup.

Section 5: INCINERATORS

No incinerators will be allowed at any time.

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Section 6: UNACCEPTABLE CONDITIONS

No noxious, offensive, or unsightly conditions shall be permitted, nor shall anything be done which may become an annoyance or a nuisance to the neighborhood.

Section 7: SIGNAGE

- A. No soliciting, political ads, or signs of any kind shall be permitted with the following exceptions:
 - i. "For Sale" signs,
 - ii. A "sold" sign for a period not to exceed two weeks following sale of the property,
 - iii. Yard/garage sale posted on homeowner's property for no more than forty-eight hours,
 - iv. Contractor's signs while work is in progress, or
 - v. Political signs which comply with Idaho Code and the Rules and Regulations of the Association.
- B. Signage may not be displayed on any common area with the exception of temporary directional signs, which are allowed for no more than 48 hours.

Section 8: PARKING

- A. All vehicle parking will be in accordance with current Garden City Code.
- B. Clubhouse area parking is intended for those attending common area activities.
- C. Any automobile or other vehicle used by any OWNER shall be parked in the driveway or garage which is on the LOT. On-street parking is intended for guests.
- D. Parking of any vehicle which blocks or impinges on sidewalks or obstructs trash collection or mail delivery is prohibited at all times.
- E. Parking of RVs, boats, trailers, campers, trucks (excepting pick-up trucks), commercial vehicles, earth moving and like equipment, junk cars, or any unsightly vehicles, individually or collectively, shall not be allowed on or in front of any LOT in excess of forty-eight (48) hours.
- F. Storage for Recreational Vehicles (RVs) belonging to residents is available in the RV storage area and is under the control of the Board of Directors.

Section 9: CORNERS, INTERSECTIONS, AND SIDEWALKS

- A. There must always be a clear view of the street at corners and intersections. No vehicle, fence, wall, hedge, or other plantings that 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.

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- B. Clearance for ease of walking on sidewalks must be maintained and is OWNER's responsibility.

Section 10: LEASING OF LOTS

The term "lease" includes rent, sublet, or otherwise allow others to reside on the property for payment or legal consideration. Leasing may also be for charitable purposes without the OWNER in residence.

- A. An OWNER may lease their LOT subject to the following restrictions:
- i. No LOT may be leased if the lease results in more than five percent (5%) of the LOTs, or eleven (11) LOTs, being leased at the same time (including Grandfathered LOTs).
 - ii. No LOT may be leased for a period of less than twelve (12) consecutive months, in line with Idaho Code.
 - iii. A LOT may not be offered to lease except with the prior written approval from the Board. Approval is based on whether the lease will or will not exceed the lease limit.
 - iv. 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 documentation (driver's license, birth certificate, passport or other identification satisfactory to the Board) verifying that the tenant occupant meets the fifty-five (55) years of age or older requirements established in this Article. This identification may be requested again at any time during the lease.
- B. Once the Lease Limit is reached, a LOT may be leased only under the following exceptions:
- i. 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 shall apply.
 - ii. Any LOT OWNER who is deployed with the military is eligible for the Military Deployment Exception. Military personnel who are not deployed are subject to the requirements and restrictions of this Section.
 - iii. If a trust or estate planning entity was created for the estate, parent, child, or sibling of a current OWNER of the LOT, the entity or trust will be allowed to continue renting (if it is currently rented) the LOT until a new OWNER occupies or sells the LOT.
- C. The Board has the discretion to approve an OWNER's hardship application to temporarily lease the OWNER's LOT (to be reviewed every year).
- D. The Board may adopt rules and regulations as required for this leasing process.

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ARTICLE VIII ARCHITECTURAL REVIEW

Section 1: APPROVAL

- A. All exterior construction is subject to review and recommendation by the Architectural Review Committee (ARC) and final approval by the Board of Directors.
- B. All exterior construction must be in compliance with the Garden City building code.

Section 2: COMPOSITION OF THE COMMITTEE

The ARC shall be composed of not less than three (3) representatives appointed by the Board.

Section 3: TIMELINE

In the event the ARC fails to make a recommendation regarding a submission within twenty (20) days, the matter shall automatically be submitted to the Board for resolution within a thirty (30) day period.

Section 4: DOCUMENTATION

- A. A report of ARC reviews will be filed with the Secretary of the Board and thus become part of the Minutes.
- B. Processed applications will be kept on file in the Association office.
- C. ARC Construction Guidelines will be available in the Association office.

ARTICLE IX: BUILDING RESTRICTIONS

Section 1: CONSTRUCTION APPROVAL

- A. ARC recommendation and Board approval is required for any proposed addition to, alteration of, or replacement of a Residence.
- B. Construction materials and design must be in harmony with the existing Willowbrook community as described in the ARC Construction Guidelines.
- C. In accordance with the provisions of the ARC Construction Guidelines, the ARC requires plans and specifications regarding the following:
 - i. Nature and use of structure,
 - ii. Shape and Dimension,
 - iii. Materials,
 - iv. Location in relation to the surrounding structures and topography, and
 - v. Harmony of external design in relation to the surrounding structures.

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Section 2: MINIMUM BUILDING REQUIREMENTS

From and after the date of the recording of this Restatement of Covenants, Conditions & Restrictions of Willowbrook Estates, no Residence shall be erected, altered, placed, or permitted to remain on any LOT other than one (1) detached single-family Residence meeting the following criteria:

- A. Must contain a minimum of one thousand (1,000) square feet of living space.
- B. Must not exceed thirty-five (35) feet in height.
- C. Must include private garage or carport for not more than three (3) vehicles and paved or concrete on-site area sufficient to provide off-street parking for a minimum of two (2) vehicles. Driveways shall not be extended for additional vehicle parking.
- D. Must be covered by any FIAA-approved siding and roofing with a minimum of six (6) inch eaves.
- E. Must be placed or constructed on a full concrete foundation. The concrete foundation shall be in accordance with Garden City building code.
- F. Must have a standard post light on the front of the LOT with dusk to dawn light sensor. This light must be maintained in good working order by OWNER and be unobstructed by vegetation.
- G. Fences, if any, must be located on LOT's property line unless a variance is recommended by the ARC and approved by the Board. Fences must be an open style, and be constructed of an approved material.
- H. Storage buildings, if any, must be of the same exterior material as the Residence and attached to the Residence.

Section 3: BUILDING PERMITS

When required by city code, a building permit must be obtained prior to construction. A photocopy of the permit must be filed in the Association office.

ARTICLE X: INSURANCE AND BOND

The Association shall secure and maintain at all times property insurance, commercial liability insurance, directors and officer's liability insurance, and other insurance as needed. The Board of Directors shall conduct an annual review of all insurance policies in effect for the Association to assure appropriate policies and coverage limits are consistent with current standards and property values.

Section 1: PROPERTY INSURANCE

Property insurance provides "all risk" property coverage for all real property, insurable improvements, and personal property owned by the HOA located on the Common Area.

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- A. Property policies shall have policy limits sufficient to provide full current replacement cost coverage.
- B. Property policies shall contain ordinance, law, and increased costs of construction endorsements.
- C. Policies will be reviewed by the Board annually for adequate coverage limits.

Section 2: COMMERCIAL LIABILITY INSURANCE

Commercial general liability policy provides 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.

- A. Limits of liability under such insurance shall not be less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.
- B. Policies will be reviewed by the Board annually for adequate coverage limits.

Section 3: DIRECTORS AND OFFICERS LIABILITY INSURANCE

Directors and officer's liability coverage provides individual liability for the Association Board members, committee members, employees, volunteers, and the community itself from lawsuits arising out of the management of the HOA.

- A. The minimum coverage for such insurance shall be at least \$1,000,000 per claim if legal defense coverage is outside the limit per claim or \$2,000,000 per claim if legal defense coverage is included within the claim limit.
- B. Policies will be reviewed by the Board annually for adequate coverage limits.

Section 4: ADDITIONAL INSURANCE AND BOND PROVISIONS

The following additional provisions shall apply with respect to the insurance:

- A. In no event shall the insurance coverage obtained and maintained by the Board be combined with insurance held by the individual OWNERS.
- B. A waiver of subrogation by the insurer as to any claims against the Board, manager, OWNERS, and their respective servants, agents and guests is required.
- 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.
- E. All policies shall be written by companies licensed to do business in Idaho and hold the following minimum financial ratings by AM Best:
 - i. Financial Strength (FSR) - A.

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- ii. Financial Size Category (FSC) - Class III.
- F. The association shall purchase workers' compensation and employers' liability insurance with respect to employees of the Association to the extent required by law.
- G. The Association may obtain additional insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate.
- H. The Association shall not use hazard insurance proceeds for losses to any Common Area property for other than the repair, replacement, or reconstruction of such Common Area property.

ARTICLE XI: CONDEMNATION

If at any time, 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:

Section 1: CONDEMNATION AWARD

All compensation, damages, or other proceeds (the "Condemnation Award") shall be payable to the Association.

Section 2: CONDEMNATION AWARD APPORTIONMENT

The Condemnation Award shall be apportioned among the OWNERS equally on a per-LOT basis as follows:

- A. The Condemnation Award shall be held in a trust account set up by the Association until all funds have been disbursed.
- B. The Association shall, as soon as practicable, determine the shares of the Condemnation Award to which each OWNER is entitled.
- C. OWNER's funds will be disbursed to each respective OWNER.

ARTICLE XII: OWNER AND MORTGAGE HOLDER PROTECTION

No conditions which are contrary to this document or the Bylaws shall supersede anything in this section:

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

Section 2. Any lien that the Association may have on any residence for the payment of dues, special assessments, or fees shall be subordinate to any lien or equivalent security interest of any Mortgage that was recorded prior to the date of the Association lien.

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Section 3. The following actions by the Association require a Special Meeting and vote of the membership (See Attachment C – Quorum and Voting Requirements for Willowbrook Homeowners Association):

- A. Abandoning, partitioning, subdividing, encumbering, selling, or transferring the Common Area property. This does not prohibit granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area property.
- B. Changing the method of determining the obligations, assessments, dues, or other charges which may be levied against an OWNER.
- C. Waiving or abandoning any plan or regulation, or enforcement thereof, pertaining to the architectural design or the exterior appearance of the residences, the maintenance of the Common Area property, walls, or common fences and driveways, or the upkeep of lawns and plantings in the subdivision.

ARTICLE XIII: ENFORCEMENT

The Association may, through the Bylaws, documented policy, or the Rules & Regulations, pursue enforcement of violations. Enforcement may include, but is not limited to, written notification(s), arbitration, Association Board hearing, fines, legal actions, or suspension of right to use facilities.

ARTICLE XIV: GENERAL PROVISIONS

Section 1: NOTIFICATION

Upon acquiring a LOT, the OWNER(s) of the LOT shall immediately inform the Association of their names and the address to which notices from the Association should be sent.

- A. The OWNERS shall be responsible for informing the Association of any change of mailing address.
- B. All notices sent to the last address on record for the OWNER shall be deemed delivered.

Section 2: CERTIFICATION OF RECEIPT AND ADHERENCE

Prior to issuance of security gate entry code or receiving the entry control unit, OWNERS shall certify to the Association that they have received a copy of the CC&Rs, Bylaws, and Rules of the Association and will adhere to the same.

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Section 3: SEVERABILITY

Invalidation of any one of these CC&Rs, Bylaws, or Rules and Regulations of the Association by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4: APPLICABILITY OF THE CC&Rs

The CC&Rs shall apply to all LOTs and Common Area within the Property and their OWNERS.

Section 5: AMENDMENT OF CC&RS

Any of the CC&Rs in this declaration, except for the easements and legal property descriptions, may be amended or entirely restated by the members through the following process:

- A. A special meeting must be called during which a vote on the proposed amendments or restatements will be tallied. Written notice of the meeting shall follow the process described in the Bylaws.
- B. Amendment or restatement shall require a quorum of fifty percent (50%) of the eligible voters of the Association and affirmative vote of sixty-six percent (66%) of the votes cast in person, by proxy, or by absentee ballot. (Attachment C - Quorum and Voting Requirements for Willowbrook Homeowners Association)
- C. Amendment or restatement shall not be effective unless or until it is duly recorded.

Section 6: TERM OF THE CC&RS

- A. The CC&Rs shall be reviewed at least every ten (10) years from the effective recorded date or earlier if changes in Idaho state law or statutes require.
- B. The CC&Rs will auto-renew for successive ten (10) year periods unless:
 - i. Amended by regular amendment quorum and affirmative vote requirements, or
 - ii. Extinguished at a special meeting called for this purpose during which a vote on extinguishing the CC&Rs will be tallied.
 - a. Written notice of the meeting shall follow the process described in the Bylaws.
 - b. A vote by the Members of the Association to extinguish the CC&Rs shall require a quorum of seventy-five percent (75%) of the eligible voters of the Association and affirmative vote of ninety-five percent (95%) of the votes cast in person, by proxy, or by absentee ballot. (Attachment C - Quorum and Voting Requirements for Willowbrook Homeowners Association).

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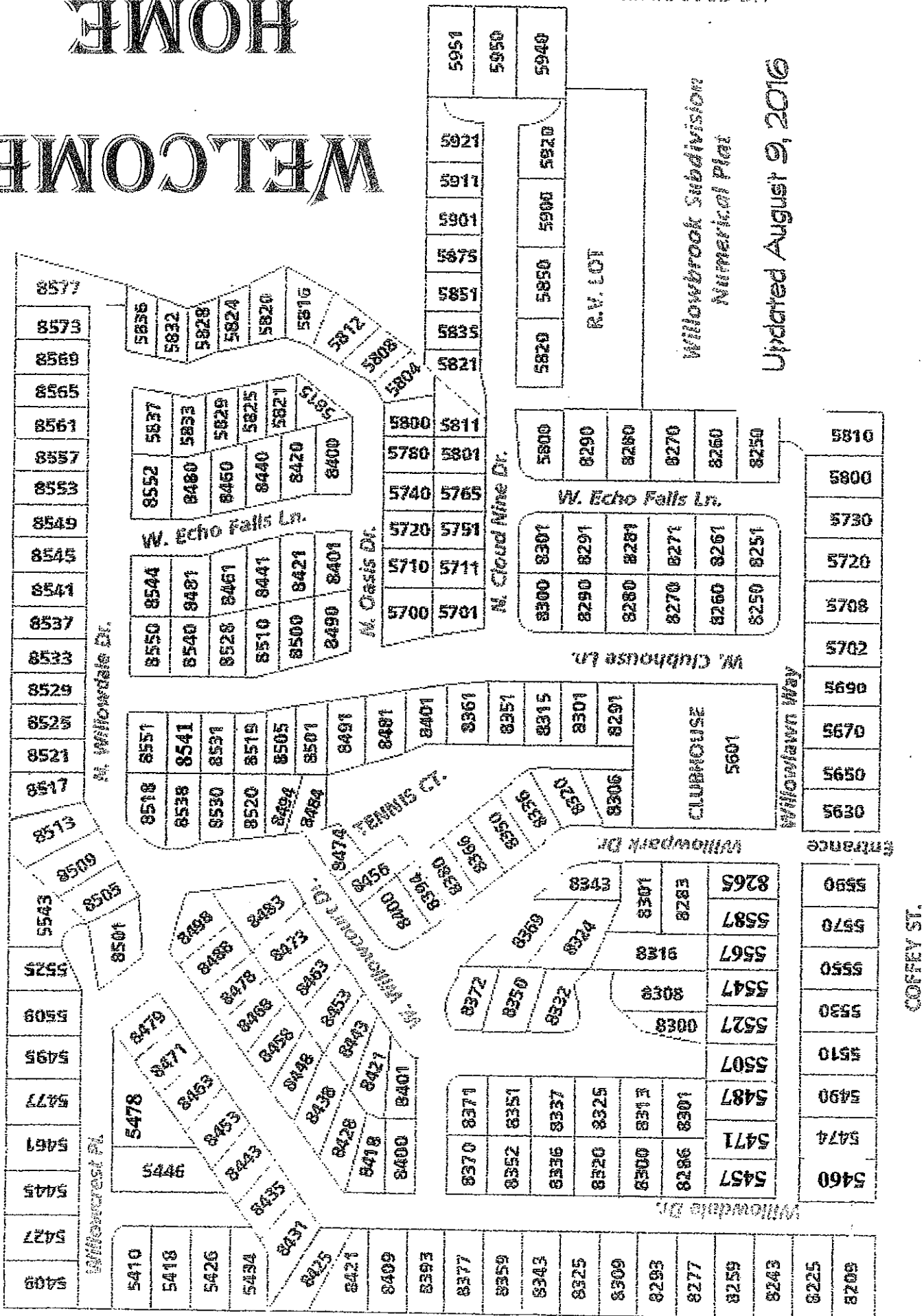
Attachment A – Willowbrook Estates Legal Property Description

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.

FMOH

Waterloo Subdivision

Updated August 9, 2016



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Attachment C – Quorum and Voting Requirements for Willowbrook Homeowners Association

| <i>Action</i> | <i>Quorum</i> | <i>Affirmative Votes</i> | <i>Notes</i> |
|--|---|---|--|
| <i>Approve Annual Budget</i> | <i>Members present at the Annual Meeting</i> | <i>Sixty-six (66) percent of Members present</i> | <i>Occurs at Annual Meeting of the Association.</i> |
| <i>Board Director Election</i> | <i>Those eligible Voters of the Association*</i> | <i>Candidate receiving the most votes for each Director position.</i> | <i>Tally of votes occurs at Annual Meeting of the Association. Members vote for specific Director positions.</i> |
| <i>Rules and Regulations</i> | <i>All Board Directors*</i> | <i>Five (5) of Seven (7) Directors</i> | <i>Requires Executive Board Meeting.</i> |
| <i>Recall of a Director by Board</i> | <i>Six (6) of Seven (7) Directors by voice vote</i> | <i>Five (5) of Seven (7) Directors</i> | <i>Requires Executive Board Meeting.</i> |
| <i>Recall of a Director by Membership</i> | <i>Thirty-three (33) percent of all Eligible Voters of the Association*</i> | <i>Sixty-six (66) percent of votes cast</i> | <i>Requires Special Meeting.</i> |
| <i>Approve Board actions which are otherwise prohibited by the Bylaws (Art. IV, Section 3)</i> | <i>Thirty-three (33) percent of all Eligible Voters of the Association*</i> | <i>Sixty-six (66) percent of votes cast</i> | <i>Requires Special Meeting.</i> |
| <i>Other Decisions Warranting a Special Meeting</i> | <i>Thirty-three (33) percent of all Eligible Voters of the Association*</i> | <i>Sixty-six (66) percent of votes cast</i> | <i>Requires Special Meeting.</i> |
| <i>Amend Bylaws</i> | <i>Thirty-three (33) percent of all Eligible Voters of the Association*</i> | <i>Sixty-six (66) percent of votes cast</i> | <i>Requires Special Meeting.</i> |
| <i>Amend CC&Rs</i> | <i>Fifty (50) percent of all the Eligible Voters of the Association*</i> | <i>Sixty-six (66) percent of votes cast</i> | <i>Requires Special Meeting.</i> |
| <i>Extinguish CC&Rs</i> | <i>Seventy-five (75) percent of all the Eligible Voters of the Association*</i> | <i>Ninety-five (95) percent of votes cast</i> | <i>Requires Special Meeting.</i> |
| <i>Special Assessment</i> | <i>Thirty-three (33) percent of all Eligible Voters of the Association*</i> | <i>Sixty-six (66) percent of votes cast</i> | <i>Requires Special Meeting.</i> |

*Unless otherwise stated, voting may be in person, by absentee ballot, or by proxy.

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EXECUTED this 15th day of July, 2025
WILLOWBROOK HOMEOWNER'S ASSOCIATION, INC.

BY: Terry Dean
Terry Dean
TITLE: President

STATE OF IDAHO)
)SS:
COUNTY OF ADA)

On this 15th day of July, 2025, personally appeared before me
Terry Dean, who by me being duly sworn, did say that she is the President
of Willowbrook Homeowner's Association, Inc. and that the foregoing instrument was approved
at a duly held special meeting on May 15, 2025 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.

David Caswell
Notary Public for Idaho
Residing at GARDEN City, Idaho
Commission Expires: 8/3/2028

