

**Village East Home Owners' Association  
Bylaws & Convenents**

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**BY-LAWS OF VILLAGE EAST FIRST FILING HOMEOWNERS' ASSOCIATION**

**ARTICLE I NAME AND LOCATION**

The name of the corporation is Village East First Filing Homeowners' Association, hereinafter referred to as the "Association." Meetings of members and directors may be held at such places within the State of Colorado, County of Larimer, as may be designated by the Board of Directors.

**ARTICLE II DEFINITIONS**

**Section 1** "Association" shall mean and refer to Village East First Filing Homeowners' Association, its successors and assigns.

**Section 2** "Common Area" shall mean all real property owned by the association for the common use and enjoyment of the Owners, including the pool and common areas shown on the Plat.

**Section 3** "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the County Recorder of Larimer County, Colorado, and all amendments thereto as may be adopted from time to time. The original Declaration of Protective Covenants for Village East First Filing was recorded on March 11, 1974, at Book 1592, Page 280, and an amended Declaration was recorded on December 10, 1974, at Book 1727, Page 825.

**Section 4** "Lot" shall mean and refer to any plot of land shown on the Plat with the exception of the Common Area.

**Section 5** "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

**Section 6** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 7** "Plat" shall mean the subdivision plat of Village East First Filing, a subdivision of the City of Fort Collins, Colorado. The Plat was recorded on February 11, 1974, at Book 1589, Page 54, of the records of the Clerk and Recorder of Larimer County, Colorado.

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**Section 8** "Properties" shall mean and refer to that certain real property described in the Declaration.

**ARTICLE III MEETING OF MEMBERS**

**Section 1** Annual Meetings. The annual meeting of the Association shall be held on the 3<sup>rd</sup> week, or at such date thereafter as the Board of Directors may establish, from time to time.

**Section 2** Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

**Section 3** Regular or Special Meetings. Following the annual meeting of the membership, the Board shall establish a regular meeting date, time and place. Notice of such meetings shall be available or otherwise posted at the pool building, without the necessity of further notice of the date, time, place, or purpose of the meeting. A special meeting shall be preceded by at least two days notice of the date, time and place of the meeting and may be called by any three members of the Board of Directors or by the President.

**Section 4** Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

**Section 5** Quorum. The presence at the meeting of members entitled to cast, or the proxies entitled to cast, one-tenth (1/10) of the votes of the members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

**Section 6** Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

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**ARTICLE IV BOARD OF DIRECTORS**

**Section 1** Number. The affairs of this Association shall be managed by a Board of Directors of between five (5) and nine (9) directors, as established by the Board of Directors in advance of the annual meeting from time to time. Directors need not be members of the Association.

**Section 2** Term of Office. Each director shall be elected to a term of one year.

**Section 3** Removal. Any director may be removed from the Board, with or without cause by a majority vote of the Members of the Association. In the event of Death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. Any director shall be deemed to have resigned from the Board if that director fails to attend three consecutive regular meetings of the Board or fails to attend twenty-five percent (25%) of the meetings of the Board over any six-month period.

**Section 4** Compensation. No director may receive compensation for any services rendered to the Association. Notwithstanding the foregoing, however, the Board of Directors may authorize waiver of annual dues during the term that any director serves on the Board and may waive dues for up to one year beyond the time of service for any office of the Association. Any director may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 5** Action Taken Without a Meeting/Telephone Meetings. The directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of the directors. Any action so approved shall have the same effect as thought taken at a meeting of directors. Directors may participate in meetings by use of any means of communication by which all parties participating may hear the other during the meeting and, if participating by such means, shall be present for purpose of the meeting.

**ARTICLE V MEETINGS OF DIRECTORS**

**Section 1** Regular Meetings. Regular meetings of the Board of Directors shall be held as set forth by the following the annual meeting without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 2** Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

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**Section 3** Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1** Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area, including the pool, and other facilities, and the personal conduct of the Members and their guests thereof, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such a member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 90 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved by the membership by other provisions of these By-Laws, the Articles of incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in accordance with Article IV, Section 3;
- (e) employ a manager, independent contractor, or such other employees deemed necessary, and to prescribe their duties;
- (f) maintain a corporate seal and approve the form of that seal;
- (g) exercise any other powers afforded to the Association or the Board of Directors by the Colorado Revised Non-Profit Corporation Act.

**Section 2** Duties.

It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such a statement is requested in writing by one-fourth (1/4) of the Members;

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- (b) supervise all officers, agents and employees of the this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  - i. fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
  - ii. send written notice of each assessment to every Owner subject thereto at least thirty (30) days after the April 15<sup>th</sup> due date or bringing an action at law against the Owner personally obligated to pay the same;
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment as been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained.

**ARTICLE VII OFFICERS AND THEIR DUTIES**

**Section 1** Enumeration of Offices. The officers of this Association, who shall at all times be members of the Board of Directors, shall be a president, vice-president, secretary, and treasurer, and such other officers as the Board may from time to time by resolution create.

**Section 2** Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

**Section 3** Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**Section 4** Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

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**Section 5** Resignation and Removal. The Board may remove any officer from office with or without cause. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6** Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 7** Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8** Duties. The duties of the officers are as follows:

**PRESIDENT**

- (a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

**VICE-PRESIDENT**

- (b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

**SECRETARY**

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings on the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

**TREASURER**

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of

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Directors; shall sign all checks and promissory notes of the Association; keep proper books of count; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

**ARTICLE VIII COMMITTEES**

The Board of Directors shall serve as the Architectural Control Committee, as provided in the Declaration. The Board may designate a nominating committee in election years. The Board shall maintain standing committees, including committees to address issues related to the pool ("Pool Committee"), common area tennis courts ("Sport Court Committee") and common greenbelt areas (Greenbelt Areas and Signage Committee"). In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. Each committee shall be chaired by a member of the Board of Directors.

**ARTICLE IX BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

**ARTICLE X ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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**ARTICLE XI AMENDMENTS**

Except as set forth in the Colorado Non-Profit Corporation Act, these By-Laws may be amended from time to time by a vote of a majority of the Membership or by a vote of 75% of the Directors.

**ARTICLE XII MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end of the 31<sup>st</sup> day of December of every year.

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**DECLARATION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
VILLAGE EAST FIRST FILING**

THIS DECLARATION made on the date hereinafter set forth by Bartran Homes, Inc., hereinafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Fort Collins, County of Larimer, State of Colorado, which is more particularly described as:

Village East First Filing, a Subdivision in the City of Fort Collins, Colorado, according to Plat filed February 11, 1974, in the office of the Larimer County Clerk and Recorder.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

**ARTICLE I DEFINITIONS**

**Section 1** "Association" shall mean and refer to Village East First Filing Homeowners Association, its successors and assigns.

**Section 2** "Owner" shall mean and refer to the record owner, whether one or more persons, or entities, of a fee simple title to any Lot whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 3** "Properties shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

**Section 4** "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Out Lot A, Village East First Filing, according to the recorded plat thereof.

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**Section 5** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

**Section 6** "Declarant" shall mean and refer to Bartran Homes, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

**ARTICLE II PROPERTY RIGHTS**

**Section 1** Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

**Section 2** Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

**ARTICLE III MEMBERSHIP AND VOTING RIGHTS**

**Section 1** Every owner of a lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.

**Section 2** The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among

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themselves determine, but in no event shall more than one vote be cast with request to any one Lot.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (#) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1977.

**ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1** Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 2** Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvements and maintenance of the Common Area, and of the homes situated upon the Properties.

**Section 3** Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Fifteen Dollars (\$115.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year

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not more than five percent (5%) above the maximum assessment for the year without a vote of the membership.

- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above three percent (3%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

**Section 4** Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, 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 two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5** Notice of Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

**Section 6** Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

**Section 7** Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every

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Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

**Section 8** Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**Section 9** Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or installment contract for sale of real estate. 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 extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE V ARCHITECTURAL CONTROL**

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 location 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 Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

**ARTICLE VI GENERAL PROVISIONS**

**Section 1** Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the

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Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2** Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and affect.

**Section 3** Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (2) years form the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

**Section 4** Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

**Section 5** FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

