

**BYLAWS  
OF  
VISTA DE ORO DE PLACITAS HOMEOWNERS ASSOCIATION, INC.**

VISTA DE ORO DE PLACITAS HOMEOWNERS ASSOCIATION, INC., a New Mexico Non-Profit Corporation, does hereby adopt the following bylaws which shall govern the administration of VISTA DE ORO DE PLACITAS SUBDIVISION.

**ARTICLE I: DEFINITIONS**

- 1.1 “Property” shall mean and refer to that certain real property described above, or any part thereof.
- 1.2 “Facilities” shall mean and refer to that part of the Property, including all existing and subsequently provided improvements thereon, owned by the VISTA DE ORO DE PLACITAS HOMEOWNERS ASSOCIATION, INC. for the common use, benefit, and enjoyment of the members of the Association. Also, in some instances, Common Facilities may consist of improvements for the use and benefit of all Owners constructed on a portion of one or more Lots or on acreage owned by Declarant which is not a part of the Common Properties. Common Facilities may include, but are not limited to, the following: structures for storage and protection of equipment, fences, walls, common driveways, landscaping, private access easements, and any portion of public roads not accepted for maintenance by the County of Sandoval, and other similar appurtenant improvements.
- 1.3 “Common Properties” shall mean and refer to all those areas of land within the Property owned by the VISTA DE ORO DE PLACITAS HOMEOWNERS ASSOCIATION, INC., or added in the future for the benefit and enjoyment of all Owners.
- 1.4 “Lot” shall mean and refer to any parcel of land shown and numbered as a lot upon any recorded subdivision map of all or part of the Property, including the initial map of Vista De Oro De Placitas Subdivision.
- 1.5 “Association” shall mean and refer to VISTA DE ORO DE PLACITAS HOMEOWNERS ASSOCIATION, INC., a non-profit New Mexico Corporation its successors and assigns.
- 1.6 “Member” shall mean and refer to every person or entity holding membership in the Association.
- 1.7 “Declarant” shall mean and refer to VISTA DE ORO DE PLACITAS, a New Mexico Limited Partnership, the General Partners being Orville H. Utrup, and Kathryn M. Utrup, their successors and assigns.
- 1.8 “Owner” shall mean and refer to that person or persons who are the owners of record fee simple title to the respective Lots, provided that where a person has record ownership merely as security for the performance of an obligation "Owner" shall mean and refer to the obligor of that Obligation. “Owner” shall include, without limitation, natural persons, corporations and trustees.
- 1.9 “Architectural Control Committee” shall mean and refer to the committee provided for in Article VIII of these bylaws.
- 1.10 “Rules and Regulations” shall mean and refer to those rules and regulations which are adopted by the Association regulating the use of the Common Properties and Common Facilities within the Property together with other matters required in order to preserve and maintain a harmonious relationship among and between each Owner of a Lot in the Property.

1.11 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions and Supplemental Declarations recorded in the Office of the County Clerk of Sandoval County, New Mexico.

## **ARTICLE II: MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

2.1 **Membership.** Every person or entity who is a record owner of any lot shall be a member of the Association. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from the ownership of any lot. Ownership of such lot shall be the sole qualification for membership.

2.2 **Voting Rights.** The Association shall have one class of voting membership: Members shall be all those owners of Lots 1 through 64 of the subdivision. Members shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person or entity holds such interest or interests in any lot, all such persons or entities shall be members and the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot.

## **ARTICLE III: ASSESSMENTS**

3.1 **Maintenance Fund.** All funds collected by the Association from the regular maintenance charges provided for in this Article, together with all funds collected by the Association from the regular annual maintenance charges imposed on the Lots in the Subdivision by all Supplemental Declarations, shall constitute and be known as the "Maintenance Fund." The Maintenance Fund shall be held, used and expended by the Association for the common benefit of all Members to promote the health, safety, recreation and welfare of the Members, including, without limitation: (i) the installation, construction, erection and relocation of improvements related to the enhancement and beautification of the Common Properties and Common Facilities in the Subdivision, including any other areas provided by this Declaration or any Supplemental Declaration to be developed or maintained by the Association, such as shrubbery, trees, walkways and street lights, and the construction, repair, maintenance and replacement of properties, services, improvements and facilities devoted to such purposes and related to the use and enjoyment of the Subdivision by the Members; (ii) payment of utility charges in connection with the operation of Common Properties or use of the Common Facilities; (iii) payment of charges for security guards, private fire protection, road maintenance, garbage collection and other services contracted for by the Association; (iv) charges for liability and property insurance and other insurance related to the Common Facilities, Common Properties and their use and operation; and (v) accounting and legal fees, including legal fees incurred by the Association while enforcing the provisions of the Declaration.

The decisions made, the expenses incurred by, and the expenditures made by the Association in good faith shall be binding and conclusive upon all Members. The Association may, in its sole discretion, give one or more of the purposes set forth in this Section preference over other purposes.

3.2 **Covenant for Assessments.** Subject to the provisions set forth below in Section 3.3 relating to the rate at which the maintenance charge and assessment imposed herein shall be paid on vacant Lots, each and every Lot in the Property is hereby severally subjected to and impressed with a regular annual maintenance charge or assessment in the initial amount of One Hundred Fifty and No/100 dollars (\$150.00) per year per Lot (herein referred to as the "full maintenance charge") which charge shall commence on November 1, 1992 and be due and payable on said date and on the first day of November of

each year thereafter, and which shall run with the land, and shall be subject to increase and decrease in accordance with the Articles of Incorporation and Bylaws of the Association.

Each Owner of a Lot, by his claim or assertion of ownership or by accepting a deed to any such Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the charges and assessments against his Lot and/or assessed against him by virtue of his ownership thereof, as the same shall become due and payable, without demand. The charges and assessments herein provided for shall be a charge and a continuing lien upon each Lot, together with all improvements thereon. Each assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the obligation to pay such assessment accrued, and no Member shall avoid personal liability for the payment of any assessment by waiver of the use or enjoyment of the Common Properties or Facilities, or any part thereof, or by abandonment of his Lot or his interest therein.

**3.3 Vacant Lots.** Notwithstanding the foregoing, each Owner shall pay fifty percent (50%) of the then existing full maintenance charge assessment for each Lot owned by it, unless and until a residential structure has been built thereon except that Declarant shall not be obligated to pay any maintenance charge or assessment on any Lot.

**3.4 Duties of the Board of Directors.** The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Owner for each assessment period at least-thirty (30) days in advance of such date or period. The Initial assessment is set forth in Section 3.2 herein, and may be reduced by the board at its discretion or may be increased by the board at its discretion. The assessment may not be increased by more than 10% above the initial assessment in any single year by the Board of Directors as set forth in this Section. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**3.5 Liens to Secure Assessment.** The regular maintenance charges or assessments, any applicable special maintenance charge and any assessment imposed by a Water Cooperative of which an Owner is a member shall constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, and which shall exist upon and against each Lot and all improvements thereon, for the benefit, as appropriate, of the Association, of the Water Cooperative, and the respective members of each. Subject to the condition that the Association, or Water Cooperative, as appropriate, be made a party to any court proceeding to enforce any lien hereinafter deemed to be superior, the lien hereby created shall be subordinate and inferior to:

- (i) all liens for taxes or special assessments levied by City, County and State government, or any political subdivision or special district thereof; and
- (ii) all liens securing amounts due or to become due under any Real Estate Contract or Contract of Sale, any mortgage or deed of trust filed for record, prior to the date of payment of any such charges or assessments become due and payable.

Any judicial foreclosure of any such superior lien under any mortgage, deed of trust, or the security instrument in which the Association or any Water Cooperative has been made a party, shall cut off and extinguish the liens securing maintenance charges or assessments which became due and payable prior to such foreclosure date, but no such foreclosure shall free any Lots from the liens securing assessments thereafter becoming due and payable, nor shall the liability of any Member personally obligated to pay

maintenance charges or assessments which become due prior to such foreclosure be extinguished by any foreclosure.

**3.6 Effects of Non-Payment of Assessment.** Any assessments due the Association or a Water Cooperative which are not paid within (30) days from the date due shall be delinquent and shall bear interest from the due date until paid at the rate of eighteen percent (18%) per annum, and the Association or Water Cooperative 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 the Association's reasonable attorneys' fees of any such action shall be added to the amount of such assessment and charges. No Owner may waive or otherwise escape liability for the assessments and charges provided for herein by non-use of the roadways or Common Properties or Common Facilities or non-use or abandonment of his Lot.

**3.7 Collection and Enforcement.** Each Member by his assertion of title or claim of ownership or by his acceptance of a deed to a Lot, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association and any Water Cooperative, and in its officers and agents, the right, power and authority to take all action which the Association or Water Cooperative shall deem proper for the collection of assessments and/or for the enforcement and foreclosure of the liens security the same.

#### **ARTICLE IV: MEETINGS**

**4.1 Annual Meetings.** There shall be an annual meeting of the owners of Vista de Oro homeowners association on a date, time and in a place in Placitas, New Mexico as determined by the board of directors. Notice of said meeting shall be by written notice from the board of directors, delivered to the owners not less than fifteen (15) days prior to the date fixed for said meeting. At the annual meeting, the board of directors shall present an audit or review of the preceding expenses for calendar year and an estimated budget for the coming calendar year.

**4.2 Special Meetings.** Special meetings of the Owners may be called at any time for the purpose of considering matters which require the approval of all or some of the Owners, or for any other reasonable purpose. Said meetings shall be called by written notice, signed by a majority of the Board of Directors, or by the Owners having one-third (1/3) of the total votes and delivered not less than fifteen (15) days prior to the date fixed for said meeting. Said notices shall specify the date, time and place of the meeting, and the matters to be considered.

**4.3 Notices.** Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to each such member at the address given by such member to the Association for the purpose of service of such notice or to the lot of such member if no address has been given. Such address may be changed from time to time by notice in writing to the Secretary of the Association.

**4.4 Quorum.** The quorum requirements for any meeting shall be the presence of the members with fifty-one percent (51%) of the total votes in the Association.

**4.5 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 prior to the meeting. Every proxy shall be revocable and shall automatically be revoked upon conveyance by the member of the lot.

## **ARTICLE V: BOARD OF DIRECTORS**

**5.1 Number and Tenure.** The board shall consist of five members serving 3-year terms. If the number of board members exceeds the maximum, the overage will be reduced by attrition; e.g., voluntary resignation or term expiration.

**5.2 Removal and Vacancies.** Directors will hold office until their successors are elected. A Director may be removed with or without cause upon a majority vote of the Directors for persistent failure to attend regular meetings of the Board. In the event of death, resignation or removal of a Director, a successor shall be elected by the remaining members of the Board and shall serve until the next annual meeting where the membership will elect a successor to fill the unexpired term if the term had not expired at that meeting.

**5.3 Compensation.** Directors shall not be paid for services rendered as a Director, but shall be entitled to receive reimbursement for actual expenses incurred in the performance of their duties

### **5.4 Meetings of the Board.**

Regular Meetings of the Board of Directors shall be held quarterly or as required with two weeks written notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than seven (7) days' notice to each Director. Only issues stated on the meeting agenda of a special meeting will be considered at the meeting. An agenda must accompany the notice of a special meeting.

**5.5 Action by Board.** The Directors may only act as a Board. The Board may act by majority vote of the Directors present at a duly called meeting at which a quorum is present. A majority of the Directors then in office present in person constitutes a quorum. The Board may also act without a meeting, but only by unanimous consent in writing executed by all Directors then in office.

**5.6 Nomination of Directors.** Nomination for election to the Board of Directors may be made by any member from the floor at the annual meeting.

**5.7 Election of Directors.** Elections to fill vacant Board member positions will normally be at the Association annual meeting. Such elections may also take place at an Association special meeting.

- (a) The election process will begin with an announcement of the number of Board member vacancies to be filled. Members will then make nominations in accordance with Section 5.6 of this Article. Voting will be by secret ballot. Members or their proxies present may cast votes for each nominee and need not vote for all nominees. The Secretary or individual appointed by the presiding officer will tally results of this and any subsequent votes.
- (b) A nominee must receive votes from at least a majority of members or their proxies present at the meeting to be elected.
- (c) If the number of nominees who receive at least a majority vote exceeds the number of vacancies, those vacancies will be filled in the order of those who received the most votes. If two or more nominees get the same number of majority votes and it would put Board membership above five and if a nominee or nominees does not voluntarily withdraw, another vote will be immediately held with just the names of the tying nominees to determine the winner(s). Voting will continue as necessary.

## 5.8 Powers and Duties of Board.

- (a) The Board shall have the following powers:
- (1) To call special meetings of the members at its discretion;
  - (2) To enter into such contracts with third parties as it deems necessary and desirable for the discharge of its duties, including the maintenance, repair and restoration of the Common Properties;
  - (3) To appoint and remove, at its discretion, all officers, agents and employees of the Association, to fix their compensation, and to require of them such security or fidelity bond as may be deemed expedient;
  - (4) To establish, levy, assess and collect annual and special assessments pursuant to Article V of the Declaration;
  - (5) To adopt and publish rules and regulations governing the use of the Common Properties and the personal conduct of the members and their guests thereon;
  - (6) To engage or employ attorneys, accountants and such other professional assistance as may be deemed necessary;
  - (7) To bring such suits in the name of the Association, at law or in equity, as may be deemed necessary to enforce the covenants, conditions and restrictions set forth in the Declaration; and
  - (8) To exercise all powers in the name of the Association set forth in Declaration, Articles, or these Bylaws, except such powers as are reserved to the members.
- (b) The Board shall have the following duties:
- (1) To maintain a complete record of its actions and corporate affairs and to report thereon at the Annual Meeting of Members;
  - (2) To supervise all officers, agents and employees of the Association;
  - (3) As more particularly set forth in Article V of the Declaration:
    - (i) To prepare a roster of the annual assessments applicable to each Lot to be maintained in the office of the Association and to be kept open for examination by any member;
    - (ii) To send written notice of the annual assessment to each member; and
    - (iii) To issue, or cause to be issued, upon demand by any member or interested person, a certificate setting forth whether any annual or special assessment has been paid;
  - (4) To maintain, repair, rebuild and keep in good condition all the Common Properties;
  - (5) To pay all valid taxes, liens or other charged against the Common Properties;
  - (6) To maintain fire and hazard insurance, if applicable, and liability insurance on the Common Properties; and
  - (7) To perform all other obligations of the Association set forth in the Declaration, Articles, and these Bylaws.

5.9 **Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Each act or decision done or made by the Directors shall require the assent of a majority of the number of Directors.

5.10 **Action Taken Without Meeting.** The Directors shall have the right to take any action in the absence of a meeting of the Directors which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## **ARTICLE VI: OFFICERS**

6.1 **Enumeration of Offices.** The officers of this Association shall be a President and Vice President, who shall, at all times, be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

6.2 **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each Annual meeting of Members.

6.3 **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.

6.4 **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.

6.5 **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by 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.

6.6 **Vacancies.** A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

6.7 **Multiple Offices.** The offices of the 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 officers created pursuant to Section 4 of this Article.

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

- (a) The PRESIDENT shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds and other written instruments; and co-sign all checks and promissory notes.
- (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.
- (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 of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and perform such other duties as required by the Board.

- (d) The TREASURER shall receive and deposit, in appropriate bank accounts, all monies of the Association and disburse such funds as directed by the resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; cause an annual review of the Association books to be made by a two (2) not currently serving on the board who shall be appointed at the annual homeowners meeting to review the records of the just-completed fiscal year; and prepare an annual budget and 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 VII: GENERAL PROVISIONS**

- 7.1 **Seal.** The Board may, but need not, adopt a form of seal to be used by the Association.
- 7.2 **Waiver of Notice.** Any notice of meeting required by the Declaration or these Bylaws will be considered given when mailed to the last address shown by the records of the Association or when delivered. Any such notice requirement will be considered waived by any person who waives notice in writing, either before or after the meeting, or any person who appears at the meeting for any reason other than to contest the validity of the call of the meeting.
- 7.3 **Indemnity.** The Association will defend, indemnify and hold harmless each member, director, officer or committee member or the Association against expenses and liabilities reasonably incurred in connection with any claim or lawsuit in which such member, Director, officer or committee member is made a party be reason of the performance of his duties in such capacity; provided, however, that this provision does not apply to gross negligence or willful misconduct by the indemnitee.
- 7.4 **Amendments.** These Bylaws may be amended at an annual meeting or special meeting of the members, by the affirmative vote of two-thirds (2/3) of all votes.
- 7.5 **Construction.** In the case of conflict between the Articles and these Bylaws, the Articles shall control. In the case of conflict between the Declaration and these Bylaws, the Declaration shall control.
- 7.6 **Severability.** The invalidity of any provision of these Bylaws shall not affect the validity of the remaining provisions of these Bylaws.
- 7.7 **Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of each year, except that the first fiscal year shall begin on the date of incorporation.
- 7.8 **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 and Supplemental Declarations, the Articles of Consolidation 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 VIII: ARCHITECTURAL CONTROL COMMITTEE**

The Board shall appoint an Architectural Control Committee (ACC).

- 8.1 **Membership.** The Architectural Control Committee shall be composed of not less than three or more than five members appointed by the Board of Directors of the Association. A majority of the Committee may designate one or more representatives to act for it. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation other than that which is provided for in these Bylaws for services performed pursuant to this covenant.



**8.2 Submission of Plans.** No building, fence, wall or other structural improvement of any kind, or any roadway or driveway shall be commenced to be constructed, erected, maintained or altered on any Lot until two full sets of plans and specifications, including, but not limited to: completed "Request for Design Approval" (form provided by the ACC), elevations showing maximum heights, plot plan, any required grading plans, showing the nature, kind, shape, materials, exterior color, floor plan, location and approximate cost thereof, shall have been submitted to and approved by the ACC, and a copy thereof is finally approved and lodged permanently with the ACC. The ACC shall have the right to refuse to approve any such plans or specifications for any Lot which is not suitable or desirable, in its option, for aesthetic reasons, or any other reason, and in so passing upon such plans and specifications, it shall have the right to take into consideration the suitability of the proposed building or other structure, and the materials of which it is to be built, together with the color thereof, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of the building or other improvements on the outlook from the adjacent properties. All subsequent additions to, or changes or alterations in, any building, fence, wall, or other structure or improvement of any kind shall be subject to the prior approval of the ACC.

**8.3 Approval and Disapproval.** The Committee's approval or disapproval as required in these covenants shall be in writing. The Committee shall have the authority to use the service of an architect or consultant, and to charge, in accordance with the schedule set out in 8.4, for each set of plans and specifications submitted to it for approval to defray the fees of the architect or consultant. In the event that the Committee or its designated representative fails to approve or disapprove within thirty (30) days after final plans and specifications have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

**8.4 Fee Schedule.**

a. New construction - plan review	\$100.00
b. Out buildings and additions	\$ 50.00
c. Revised plans	\$ 25.00
d. Variance, in addition to any other fee	\$ 25.00
e. Fence or wall	\$ 10.00

**8.5 Liability.** Any person proposing to purchase any Lot in the Subdivision is cautioned to consult with the ACC concerning intended improvements prior to becoming unconditionally obligated to purchase such Lot. Neither the Declarant nor the ACC or any member thereof shall be liable to any Owner or any other person, association or entity for any loss, damage, or prejudice suffered or claimed on account of; (i) the approval or disapproval of any plans or materials submitted therewith, (ii) the construction or performance of any work, whether or not pursuant to approved plans or materials, (iii) the development of the Property, (iv) the structural soundness of the proposed improvements, (v) the location of the proposed improvements being free from possible hazards from flooding or from any other possible hazards, whether caused by conditions occurring either on or off the Property, (vi) soil erosion and the effects thereof, (vii) compliance with governmental laws, ordinances and regulations, (viii) any decision made or action taken or omitted to be taken under the authority of this Declaration, or (iv) any action taken, or decision made in connection with any other land contiguous to the Lot or Subdivision.

**8.6 Governmental Agency Approval.** Nothing in this Declaration shall relieve or be interpreted as purporting to relieve any Owner from also securing such approvals, certificates, or permits as may be required by law from the necessary governmental agencies as a condition to the commencement, construction, maintenance, addition, change or alteration to or of any improvement. The Committee shall require that a copy of the necessary approvals be submitted as a final condition for approval of any plans submitted.

**8.7 Variances.** An owner of a Lot may apply to the ACC for variances from the requirement covenants by submitting such application forms and payment of such fees as the ACC may, from time to time, direct. The ACC, at its discretion shall notify adjoining landowners of the proposed variance within ten (10) days of the receipt of such application and allow fifteen (15) days for written objections and/or comments. After that time, the ACC shall allow or disallow such proposed variances at its sole discretion.

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End of VdO HOA BYLAWS

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**AMENDMENT HISTORY:**

April 13, 1993:

- Original Bylaws were signed by the officers of the Association.

February 20, 1999:

- Section 5.1: Established board size as five to nine directors.
- Section 6.8: Changed financial audit to financial review by three homeowners not currently serving on the board.

March 15, 2003:

- Section 1.2: Deleted references to well sites, water cooperatives, guardhouses, and streetlights.
- Section 3.1: Deleted references to maintenance of private roadways.
- Section 3.1: Deleted paragraph that allowed the Declarant to spend maintenance funds on common facilities or to be reimbursed for such expenses.
- Section 3.4: Allowed board to increase or decrease assessments.
- Section 4.1: Allowed board to specify the date of the annual meeting.
- Section 5.2: Deleted provision that directors need not be members of the Association.
- Section 5.4: Added two-week notice requirement for annual meeting.
- Section 5.4: Increased special meeting notice to seven days and limited agenda topics to those announced in the notice of meeting.
- Section 8.1: Deleted references to the developers being ACC members and established ACC size as three to five members.
- Section 8.7: Changed title to Variances.

June 28, 2012:

- Section 5.1: Removed words related to initial election of Directors and reduced the number of Directors to five.
- Section 5.2: In the event a Director is replaced in mid-term, the Board will elect a replacement who will serve until the next annual meeting when the membership will select a replacement to fill the unexpired term, if any.
- Section 5.7: Made the election of Directors more specific. Added requirement for a nominee to get a majority of votes to be elected.
- Section 6.8: Reduced the number of non-Directors who conduct the annual financial review from three to two.

