

COPY

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

CIMARRON TOWNE SQUARE recorded in Book 280 of Maps, page 15 THIS DECLARATION, made on the date hereinafter set forth by FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA as Trustees and DOUGLAS P. PATTERSON DEVELOPMENT CORPORATION as Beneficiary hereinafter referred to as "DECLARANT."

WITNESSETH:

Whereas, Declarant is the owner of certain property in Phoenix, County of Maricopa, State of Arizona, which is more particularly described as:

A resubdivision under the name of "Cimarron Towne Square," a planned residential development; the east half, east half east half of Lot 65 and the west half, west half of Lot 66 of Bartlett Heard Lands, recorded in Book 13 of Maps on Page 35, Maricopa County Arizona. The Plat for Cimarron Towne Square sets forth the location and gives the dimensions of the lots, tracts, easements, and limited access easements constituting same and that each lot, tract, and limited access easement shall be known by the number, letter or name given each respectively on said Plat.

NOW THEREFORE, Declarant hereby declares that all of the properties described in Section 3 of ARTICLE I shall be held, sold and conveyed subject to the following easements, restrictions, covenants, 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 CIMARRON TOWNE SQUARE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, or a fee simple title to any lot which is at any time a 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 Lots 1 through 48 inclusive and Common Area defined within the area described in Exhibit "A" according to the Plat of Record at Book 280 of Maps, page 15, records of Maricopa County, and such additions thereto as may hereafter be brought within the jurisdiction of the Association as hereinafter provided.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) at any time 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:

That area defined in Exhibit "A" except Lots 1 through 48 according to the above-described Plat of Cimarron Towne Square with all improvement which are to include but are not limited to a jogging path, volley ball court, gazebo, and landscaped area.

Section 5. Lot shall mean and refer to each of Lots 1 through 48 as shown on the above-described Plat of

Charron Towne Square and such additional Lots as may be brought within the jurisdiction of the Association, as hereinafter provided.

Section 6. "Declarant" shall refer to First American Title Insurance Company of Arizona and Douglas P. Patterson Development Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Limited Access Easement" shall mean and refer to common or reciprocal driveways according to the above described Plat of Charron Towne Square for those Lots which shall share access and shall share maintenance and liability insurance to an extent and in a minimum amount to be determined by the Board of Directors of Charron Towne Square Homeowners' Association, Inc. before the first Lot is sold.

There is Limited Access Easement on Lots 1 and 2 as reciprocal or common driveways for Lots 1, 2, 3, and 4; Limited Access Easement on Lots 30 and 31 as reciprocal or common driveways for Lots 29, 30, 31, and 32; Limited Access Easement on Lots 34 and 35 as reciprocal or common driveways for Lots 33, 34, 35, and 36; Limited Access Easement on Lots 38 and 39 as reciprocal or common driveways for lots 37, 38, 39, and 40; Limited Access Easement on Lots 42 and 43 as reciprocal or common driveways for Lots 41, 42, 43, and 44. A typical description of Limited Access Easement is shown on Exhibit "B".

ARTICLE II

Property Rights

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

- 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 during which any assessment against his Lot remains unpaid~~ and for a 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 agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of Members has been recorded.
- d) Each Lot and the Common Area shall be subject to an easement for encroachments created by construction, settling, and overhangs as designed, constructed or maintained by Declarant. A valid easement for said encroachments and for the maintenance of same, so long as they remain, or for the repair or restoration thereof, shall and

does exist.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to the Members of 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 determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) 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 March 1st, 1990.

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 therefor, 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 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 in the Properties and for the improvement, maintenance and insurance of the Common Area and repair or restoration thereof and for providing water and sewerage to the Common Area and the Lots.

In addition to maintenance upon the Common Area, the Association shall provide care and maintenance of the trees, shrubs, grass and walks on each Lot except in private patios or front and side yards which are fenced or walled.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be FOUR HUNDRED FIFTY-SIX DOLLARS (\$456.00) 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 not more than the rate increase on the U.S. Government Cost of Living Index above the maximum assessment for the previous 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 according to the above index by a vote of two-thirds (2/3rds) 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, 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 (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.~~

Section 5. Notice and Quorum for Any Action Authorized under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (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 requirement 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 sixty (60) days following the preceding meeting. ³⁰⁷²

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, subject to Section 10 of Article IV, on the first day of the month following 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 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 office of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

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 twelve percent (12%) per annum. The Association may bring 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 subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure on 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.

Section 10. Declarant's Lots. Until such time as control of the Association has passed from Declarant to the Owners pursuant to Article III, Section 2, Lots owned by Declarant and not occupied shall be subject to a regular annual assessment of no more than ONE HUNDRED FOURTEEN DOLLARS (114.00) per lot and in addition to any special assessments for capital improvements on the same basis as Lots owned by any other person. However, nothing herein shall relieve the Declarant from all responsibility for the month to month maintenance, repair and maintenance of the Common Area. - CEASED

ARTICLE V

INSURANCE

Section 1. Insurance Requirements. The Association shall obtain and maintain in full force and effect at all times certain casualty, liability and other insurance as hereinafter provided. All such insurance shall be obtained, to the extent possible, from responsible companies duly authorized to do insurance business in the State of Arizona and to the extent possible, shall name the Association as the insured, as trustee for all Owners. The Board of Directors shall review all such insurance at least annually and shall be responsible to increase the amounts thereof as it deems necessary or appropriate. The cost and expense of all insurance obtained by the Association shall be a common expense and may be included in the Common Area assessments.

Section 2. Casualty Insurance. The Association shall obtain and maintain casualty insurance covering the improvements on the Common Areas against such risks and in such amounts as the Board of Directors deems reasonable and prudent.

Section 3. Public Liability and Property Damage Insurance. The Association shall obtain and maintain comprehensive public liability and property damage insurance covering bodily injury liability, property damage liability and automobile bodily injury and property damage liability. Such insurance shall contain a "severability of interest" clause or endorsement, which precludes the insurer from denying any claim on account of the negligence of the Association or any Owner. Each Owner shall be insured with respect to such Owner's liability arising out of the ownership, maintenance, repair or operation of the Common Areas. Limits of liability for such coverage shall not be less than \$1,000,000 per injury and occurrence with respect to bodily injury and property damage liability.

Section 4. Workmen's Compensation and Employer's Liability Insurance. The Association shall obtain and maintain workmen's compensation and employer's liability insurance as may be necessary to comply with applicable laws.

Section 5. Receipt and Application of Insurance Proceeds. Except as some particular person shall have a legal right to receive insurance proceeds directly, all insurance proceeds and recoveries under policies maintained by the Association shall be paid to and received by the Association. The Association shall have the right, acting alone, to adjust or settle any claim by it under any insurance maintained by it. All insurance proceeds received by the Association shall be applied in accordance with the following priorities: first, to repair or restore any Common Area affected thereby; second, to the owners or other persons whom the Association may determine are legally or equitably entitled thereto; and third, the balance, if any, to the Owners on a pro rata basis.

Section 6. Other Insurance by the Association. The Association shall have the power to obtain and maintain other and additional insurance coverage as the Board of Directors deems reasonable and prudent.

cluding but not limited to casualty insurance covering personal property of the Association, fidelity bonds or insurance covering employees and agents of the Association and insurance indemnifying officers, directors, employees and agents of the Association.

ARTICLE VI

ARCHITECTURAL CONTROL - COMPLIANCE WITH CITY CODES

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 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. Notwithstanding any architectural approval given pursuant to this paragraph, no building, addition, fence, wall, remodeling, alteration or other structure shall be commenced, erected or maintained on the Properties which shall not conform to all codes, ordinances and regulations of the City of Phoenix and any other applicable governmental authority having jurisdiction over the Properties.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as apart of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a large contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and shall be binding upon the parties.

ARTICLE VIII

USE RESTRICTIONS

Permitted uses, easements and restrictions for all of the Properties covered by this Declaration shall be as follows:

Section 1. Single Family Residential Use. All of the Properties shall be used, improved and devoted exclusively to single family residential use.. Nothing herein shall be deemed to prevent the leasing of an entire Lot to a single family from time to time by the Owner thereof, subject to all of the provisions of this Declaration. No structures shall be built on the premises without prior approval of the Board of Directors or architectural control committee.

Section 2. Animals. No animals, birds, fowl, poultry or livestock other than a reasonable number of generally recognized house or yard pets shall be maintained on any portion of the Properties and then only if they are kept, bred, or raised thereon solely as domestic pets and not for commercial purposes.

Section 3. Utility Service. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be erected, placed or maintained anywhere in or upon any portion of the Properties unless the same shall be contained in conduits, cables installed or maintained underground or concealed in or on buildings or other structures approved by the architectural control committee or the Board of Directors. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the architectural control committee or the Board of Directors.

Section 4. Temporary Occupancy. No trailer, tent, shack, garage or barn and no temporary building or structure of any kind shall be used at any time for residence on any portion of the property, either temporarily or permanent.

Section 5. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon adjacent to any portion of the property nor shall the property be used in whole or in part for the storage of any property or thing that will cause the property or any part thereof to appear in any unclean or untidy condition or that will be unsightly, offensive, obnoxious or detrimental. Without limited the generality of foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any portion of the property. The architectural control committee or the Board of Directors in the exercise of its whole discretion shall have the right to determine the existence of any nuisance whether described herein or not.

Section 6. Repair of Buildings. No building or structure upon any portion of the Properties shall be permitted to fall into disrepair, and each building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 7. Trash Containers and Collection. No garbage or trash shall be placed or kept on any portion of the Properties except in covered containers.

Section 8. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any portion of the Properties, except such machinery or equipment as is usual and customary in conjunction with the construction of the dwelling units for the Properties.

Section 9. Diseases and Insects. No Owner shall permit anything or condition to exist upon any property in the Properties which shall induce, breed or harbor infectious plants, diseases or noxious insects.

Section 10. Fences. No fence shall be constructed on the Properties without the prior approval of the Board of Directors or the architectural control committee.

Section 11. Restriction on Further Subdivision. No Lot within the Properties shall be further divided or separated into smaller lots or parcels by any Owner.

Section 12. Automobiles, Boats, Trailers, Etc. Except as expressly hereinafter provided, no Lot shall be used as a parking, storage, display or accommodation area for any type of motor vehicle, boat, trailer, camper or motor driver cycle, the purpose of which parking, storing, display or accommodation area is to perform any activity thereon respecting maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind. Such activities may be performed within completely enclosed garages or other structures located on the designated Lot which screens the sight and sound of such activity from the street and from adjoining property. The foregoing shall not prohibit the washing or polishing of any private automobile or motor driven cycle, together with those activities normally incident and necessary to such washing and polishing.

Section 13. Garages. No garage or other building whatsoever shall be erected on any of said residential lots until a dwelling house shall have been erected or until a contract with a reliable and responsible contractor shall have been entered into for the construction of a dwelling which shall comply with the restrictions as herein contained. Prior to the erection or after the erection of such dwelling house, no detached garage or other outbuilding shall be used for residential purposes.

Section 14. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities of which may change direction or flow of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except those improvements for which a public authority or utility company is responsible.

Section 15. Signs. No billboards or advertising signs of any character shall be erected, placed, omitted or maintained on any Lot or on any building erected thereon, other than one sign not larger than 2" by 18" indicating that the property is for sale or for rent, with wording limited to "for Sale," or "For rent" and the name, address and telephone number of the Owner or agent and the words "Inquire Within;" provided, however, that the subdividers and their agents may erect and maintain signs advertising for sale the Lots in said subdivision.

Section 16. Prefabricated Building. No prefabricated building or structure of any nature whatsoever, permanent or temporary, shall be moved upon, placed or assembled or otherwise maintained on any Lots in this subdivision with the exception of temporary tract sales offices or construction offices, trailer or tool shed, saw shed, and lumber shed, which shall be removed at the completion of construction within the subdivision.

Section 17. Clothes Lines and Storage. No clothes lines shall be placed on any Lot in a location visible from adjoining Properties and streets. No lumber, metals, machinery, equipment or bulk materials shall be kept, stored or allowed to accumulate on any Lot except building or other materials to be used in connection with the work of construction, alteration or improvements approved in accordance with the terms thereof.

Section 18. Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent erection or maintenance by Declarant or its duly authorized agents for structures, improvements, or signs necessary or convenient for the development, sale, operation or other disposition of the Properties or any other part thereof.

ARTICLE IX

EXPANSION

Section 1. Additional Property. Subject to compliance with the conditions hereinafter provided, Declarant shall be entitled and hereby reserves the right, without a vote of the Owners, at any time or from time to time on or prior to March 1, 1990, by written instrument executed by Declarant and recorded, to add this Declaration in two (2) additional phases all of the real property located in the city of Phoenix,

Maricopa County, Arizona, described as Lots 49 through 138, inclusive, and Tracts A through O according to the plat of record at Book 280 of Maps, page 15, records of Maricopa County, Arizona. Such additional real property shall, upon its addition hereto, be included for all purposes as part of the "properties," and the terms "lots," "Common Area," "parking place," "Owner," and other defined terms herein shall mean and include such added property for all purposes as if it had been subject to this Declaration ab initio, and the Owners of such added lots shall be "members" of the Association and shall have such voting rights as are hereinabove provided. Such added property, and any person at any time acquiring any interest therein shall be entitled and subject to all the rights, benefits, memberships, easements, covenants, conditions, restrictions, liens and obligations provided for herein, including without limitation the use of the Common Areas and the payment of assessments for common expenses and liens therefor.

Section 2. No obligation to Expand. Notwithstanding that it has the right to do so, as above provided, Declarant shall have no obligation to add any additional property to this Declaration.

Section 3. Additional Criteria for Expansion. In the event that Declarant does add property to this Declaration, such phases shall be in accordance with the above-described plat of CIMARRON TOWNE SQUARE and shall be subject to no Owners' association or covenant or lien for assessments other than by the Association as herein provided. Additional phases shall not be subject to any lien arising in connection with the Declarant's ownership of or constructing of improvements upon the property to be added which would adversely affect the rights of existing Owners, and all taxes, assessments, mechanic's liens or other charges affecting such property must be paid or otherwise satisfactorily provided for by the Declarant. As a condition of adding any further property, the Declarant shall purchase or cause to be purchased a liability insurance policy insuring the existing Owners as their interests might appear in form, substance and amount approved by the Administration of Veteran's Affairs or representative to cover any liability to which such Owners might be exposed as a result of such expansion.

ARTICLE X

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 Association or by any Owner to enforce any covenant or restriction 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 shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from 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-year period by an instrument signed by not less than ninety (90) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75) percent 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 (2/3rds) of each class of members.~~

Section 5. FIA/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 Areas and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section G. Utilities. There is hereby created a blanket easement upon, across, over and under the Common Areas for ingress, egress, installation, replacing, repairing and maintaining all utilities serving the Properties, including but not limited to, water, sewer, gas, telephones, electricity and a master television antenna system. (Declarant is not obligated to provide a master television antenna system....) Additionally, the Board of Directors shall be permitted to enter any unit in the event of an actual bona fide emergency.