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STATE OF WYOMING)
)
COUNTY OF LARAMIE)

RECORDED MAY 29 1975 AT 11:45 O'CLOCK A.M.
360169
Reception No. JANET C. WHITEHEAD, Recorder

DECLARATION OF PROTECTIVE COVENANTS FOR APPLE VALLEY,
A RESUBDIVISION OF LOTS 1 & 2 BLOCK 12, ORCHARD VALLEY, SECOND FILING,
LARAMIE COUNTY WYOMING.

KNOW ALL MEN BY THESE PRESENTS:

1. Preamble and General Provisions.

- A. That the undersigned, being owners of all lands in Apple Valley Subdivision and being subdividers of lots hereinafter described in Apple Valley Subdivision, Laramie County, Wyoming, do hereby make this declaration of protective covenants applicable to all of said described property.
- B. The restrictions and covenants hereinafter set out are to run with the land and shall be binding upon all parties and all persons owning lots in Apple Valley Subdivision or claiming under them for a period of ten years from the recording date of these restrictions and covenants, after which time said restrictions and covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by majority of the then owners of the lots has been recorded agreeing to amend said covenants in whole or part.
- C. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages.
- D. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
- E. The Committee shall consist of the existing owners at any time action or ruling is requested by any owner in the Apple Valley Subdivision.

BOOK 1035

91

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

II. Architectural Control.

A. Each structure for a residence shall be at least 1100 square feet, constructed and positioned as required by the local codes covering this area.

B. Procedura. The existing owners' Committee approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

C. Approval of Plans and Improvements. For the purpose of further insuring the development of the lots so platted as an area of high standards, the Committee reserves the power to control the buildings, structures, fences and other improvements placed on each lot, as well as to make such exceptions to these Restrictions and Protective Covenants as it shall deem necessary and proper.

III. Restrictions and Protective Covenants.

A. No business of any kind shall be initiated without approval in writing from the Committee regarding type, economic feasibility and architectural design. The Cheyenne-Laramie County Health Unit and the Wyoming Department of Public Health approvals must also be submitted in writing prior to the commencement of any construction or any other business activity. No mobile home residences will be permitted.

Lots 1 through 20 are hereby declared to comprize Zone "R3" and shall consist of not more than one self contained housekeeping unit each, which are hereby defined as dwellings in which one group of persons may reside and cook together on the premises, but shall not include a group of more than three individuals not related by blood, and which shall be designed for and used as one living and cooking facility.

B. Land Use. No activity of an illegal or nuisance nature shall be permitted upon these premises at any time. No more than three structures of any kind shall be erected or permitted to remain on any of the lots.

C. Structural Standards. All structures shall be constructed of code-approved sound materials in a workmanlike manner. No structure of any kind that has been used in another location shall be moved onto any lot without the approval of the Committee.

D. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.

E. Livestock, Poultry and Pets. No livestock, poultry and pets shall be maintained on the premises for commercial production or sale. Pets, limited to two of a kind, must have required shots.

F. Vehicles. No vehicle other than those with current license plates attached shall be stored openly on any property.

G. Garbage and Refuse Disposal. Trash, garbage, and/or other waste shall be kept in concealed sanitary containers, prior to removal to a properly designated area for the disposal thereof. In the event that

any owner of any lot described herein shall fail or refuse to keep such premises free of trash, refuse, garbage or other nuisance materials, then, the Committee may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass and in the event of such a removal, a lien shall arise and be created in favor of the governing group and against such lot and in the full amount chargeable to such lot and such amount shall be due and payable within thirty (30) days after the owner is billed therefor.

Dated this 28th day of May, 1975

By John E. Jurgens
John E. Jurgens, Sea Jur Corporation
This date, Owners of Record

Tom Seal
Witness

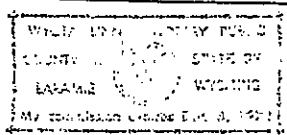
Witness

State of Wyoming)
Country of Laramie)

Subscribed and sworn to before me this 28th day of May 19 75

Myrtle Kinner Notary Public

My commission expires _____



BOOK 1035

069902

RECORDED
LARAMIE COUNTY
CHEYENNE, WY.

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

'90 MAY 3 PM 3 43

DECLARATION OF PROTECTIVE COVENANTS FOR APPLE VALLEY,
A RESUBDIVISION OF LOTS 1 & 2, BLOCK 12, ORCHARD VALLEY,
SECOND FILING, LARAMIE COUNTY, WYOMING

KNOW ALL MEN BY THESE PRESENTS:

1. Preamble and General Provisions.

A. That the undersigned, being owners of all lands in the above-listed subdivision and being subdividers of lots hereinafter described in the above-listed title, Laramie County, Wyoming, do hereby make this declaration of protective covenants applicable to all of said described property.

B. The restrictions and covenants hereinafter set out are to run with the land and shall be binding upon all parties and all persons owning lots in the above-listed subdivision or claiming under them for a period of ten years from the recording date of these restrictions and covenants, after which time said restrictions and covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to amend said covenants in whole or part.

C. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages.

D. Invalidation of any one of these covenants by judgment or court order shall in no ways affect any of the other provisions, which shall remain in full force and effect.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

E. There is hereby established an Owners' Committee which shall consist of existing owners at any time action or ruling is requested by any owner in the above subdivision.

2. Architectural Control.

A. Each structure for a residence shall be at least 1100 square feet, constructed and positioned as required by the local codes covering this area.

B. Procedure. The existing Owners' Committee approval or disapproval as required in these covenants shall be in writing. In the event the Owners' Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

C. Approval of Plans and Improvements. For the purpose of further insuring the development of the lots so platted as an area of high standards, the Owners' Committee reserves the power to control the buildings, structures, fences and other improvements placed on each lot, as well as to make such exceptions to these Restrictions and Protective Covenants as it shall deem necessary and proper.

3. Restrictions and Protective Covenants.

A. No business of any kind shall be initiated within the above-listed properties. No mobile or modular residences will be permitted.

B. All of the above-listed area is hereby declared to comprise Zone "R3" and shall consist of not more than one self-

contained housekeeping unit each, which are hereby defined as dwellings in which one group of persons may reside and cook together on the premises, but shall not include a group of more than three individuals not related by blood, and which shall be designed for and used as one living and cooking facility.

C. Land Use. No activity of an illegal or nuisance nature shall be permitted upon these premises at any time. No more than three structures of any kind shall be erected or permitted to remain on any of the lots, and such structures must maintain a semblance of compatibility with one another.

D. Structural Standards. All structures shall be constructed of code-approved sound materials in a workmanlike manner. No structure of any kind that has been used in another location shall be moved onto any of the above-listed plots.

E. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signed used by a builder to advertise the property during construction and sales period.

F. Livestock, Poultry and Pets. No livestock or poultry or offensive animals of any kind will be permitted. Pets (on a permanent basis) such as dogs and cats are permitted, but are limited to two of a kind on a permanent basis. Animals permitted must have required shots.

G. Vehicles. No vehicle other than those with current license plates attached shall be stored openly on any property.

H. Garbage and Refuse Disposal. Trash, garbage and/or other waste shall be kept in concealed sanitary containers, prior to removal to a properly designated area for the disposal thereof. In the event that any owner of any lot described

herein shall fail or refuse to keep such premises free of trash, refuse, garbage or other nuisance materials, then the Owners' Committee may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed as trespass and in the event of such a removal, a lien shall arise and be created in favor of the governing group and against such lot and in the full amount chargeable to such lot and such amount shall be due and payable within thirty (30) days after the owner is billed therefor.

I. Where necessary for proper drainage, culverts (Min. 12" diameter or larger) must be placed at all points where egress or ingress is established for lots. All drainage ditches and culverts must remain open at all times to carry out the continuity of property drainage throughout the above-listed area.

THE UNDERSIGNED, being the present owners of the lands described as:

Apple Valley, a resubdivision of Lots 1 and 2, Block 12, Orchard Valley, Second Filing, Laramie County, Wyoming.

do hereby ratify, adopt and confirm these protective covenants.

DATED this 16th day of August, 1989.

Sandy Sandy L. Karash
Sandy L. Karash
Owner, Lot 1

Richard C. Karash
Richard C. Karash
Owner, Lot 1

Peggy G. Carr
Peggy G. Carr
Owner, Lot 2

Francis Carr
Francis Carr
Owner, Lot 2

Diane E. Greene
Diane E. Greene
Owner, Lots 3 and 4

John Greene
John Greene
Owner, Lots 3 and 4

Pamela Pennock
Pamela Pennock
Owner, Lot 5

Donald Pennock
Donald Pennock
Owner, Lot 5

Gaillya H. Ozier
Gaillya Ozier
Owner, Lot 6

Warren E. Ozier
Warren Ozier
Owner, Lot 6

Norma Hunt
Norma Hunt
Owner, Lot 7

David Hunt
David Hunt
Owner, Lot 7

Terri Richards
Terri Richards
Owner, Lot 8

Dennis Richards
Dennis Richards
Owner, Lot 8

Leslie Y. Levengood
Leslie Y. Levengood
Owner, Lot 9

Bill H. Levengood
Bill H. Levengood
Owner, Lot 9

Elsie I. Burkhard
Elsie I. Burkhard
Owner, Lots 10 and 11

Kenneth L. Burkhard
Kenneth L. Burkhard
Owner, Lots 10 and 11

Dianne Marszalek
Dianne Marszalek
Owner, Lot 12

Ben Marszalek
Ben Marszalek
Owner, Lot 12

Donna B. Garule
Donna B. Garule
Owner, Lot 13

Joseph P. Garule
Joseph P. Garule
Owner, Lot 13

Glen Kinney
Glen Kinney
Owner, Lot 14

Debbie E. Kinney
OWNER, LOT 14

Dawn Egan
Dawn Egan
Owner, Lot 15

M. Carolyn Spears
M. Carolyn Spears
Owner, Lots 16 and 17

Sharon L Schwab
Sharon L. Schwab
Owner, Lot 18

Victor J Schwab
Victor J. Schwab
Owner, Lot 18

Brenda Landon
Brenda Landon
Owner, Lot 19

Sheri K. Mitchell
Sheri K. Mitchell
Owner, Lot 20

Dennis C. Mitchell
Dennis C. Mitchell
Owner, Lot 20

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

Subscribed and sworn to before me by the following individuals this 11 day of December, 1989:

ATTACHED LISTING

Witness my hand and official seal.

AS NOTARY PUBLIC

R. D. Stark
Notary Public

My Commission Expires: 8/13/92

~~Richard C. Karasik~~
Richard C. Karasik
Sandra L. Karasik
Victor G. Schwab
Sharon L. Schwab
V. C. ...
Allan F. Kinsey
Colin ...
Joseph P. ...
Dorothy B. ...
Dawn E. ...
W. B. ...
Gayle ...
Ted L. ...
Conner ...
Kenneth J. ...
Bill A. Leringood
Leslie Leringood
Garrison J. ...
Glenn M. ...

Shera Mitchell
Ken E. ...
Lynette E. ...
Sandra ...
Brenda ...
David ...
V. ...

APPLE VALLEY

Richard C. Karash
Sandy L. Karash
Owners, Lot 1

2418 South 3rd Avenue
Cheyenne, WY 82007
632-5368

Ted L. Weekly
Connie L. Weekly
Owners, Lot 2

1307 Green Acres Court
Cheyenne, WY 82007
632-1021

John Greene
Diane E. Greene
Owners, Lots 3 and 4

1319 Green Acres Court
Cheyenne, WY 82007

Donald Pennock
Pamela Pennock
Owners, Lot 5

1318 Green Acres Court
Cheyenne, WY 82007

Warren G. Ozier
Gailya Ozier
Owners, Lot 6

1314 Green Acres Court
Cheyenne, WY 82007
778-7684

David L. Hunt
Norma Hunt
Owners, Lot 7

1308 Green Acres Court
Cheyenne, WY 82007
635-8535

Bill H. Levengood
Leslie Y. Levengood
Owners, Lot 9

1301 Blossom Court
Cheyenne, WY 82007
634-2878

Kenneth L. Burkhard
Elsie I. Burkhard
Owners, Lots 10 and 11

1313 Blossom Court
Cheyenne, WY 82007
634-5497

Ben Marszalek
Dianne Marszalek
Owners, Lot 12

1319 Blossom Court
Cheyenne, WY 82007
632-2438

Joseph P. Garule
Donna B. Garule
Owners, Lot 13

1318 Blossom Court
Cheyenne, WY 82007
632-8791

Glen Kinney
Owner, Lot 14

1314 Blossom Court
Cheyenne, WY 82007
637-4771

Dawn Egan
Owner, Lot 15

1310 Blossom Court
Cheyenne, WY 82007
778-3848

M. Carolyn Spears
Owner, Lots 16 and 17

2306 South 3rd Avenue
Cheyenne, WY 82007

Victor J. Schwab
Sharon Schwab
Owners, Lot 18

1311 South Plum Street
Cheyenne, WY 82007
634-3456

Brenda Landon
Owner, Lot 19

1521 Reiner Place
Cheyenne, WY 82007
638-1223

Dennis C. Mitchell
Sheri K. Mitchell
Owners, Lot 20

1317 Plum Street
Cheyenne, WY 82007
634-7064

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COPY TO ASSESSOR

Minutes for Orchard Valley Apple Valley Community Association Special Bylaws Meeting

November 14, 1994

The meeting was called to order by President Mel Qualls at 7:10 p.m.

The list of paid members was checked to assure that those voting were qualified to do so.

The current Board was introduced.

A motion was made, seconded and carried to dispense with the reading of the Minutes of the last general membership meeting. These Minutes are available to any one interested.

The Treasurer's report shows a balance of \$295.59. A motion was made, seconded and carried that the current bill for \$50.80 to David Uchner, the attorney who was consulted to be sure the Bylaws were legal be paid.

Mel Qualls told what is currently happening with Annexation including the meeting being held this afternoon at the County Courtroom. An update was given by Eric Miller who had stayed until the end of the meeting in order to give us the "last minute" information. He pleaded with those in attendance to be present at the next meeting scheduled for 4:15 p.m. on Wednesday, November 16th in Court Room A. Several other meeting dates were given to those present which are felt vital to those opposing Annexation.

NEW BUSINESS:

BYLAWS COMMITTEE:

Diane Williamson, Chairman, and her committee were introduced. Everyone present had a copy of the Proposed Bylaws and each section was read with several changes being voted on. A motion was made by Dick Furnish, seconded and carried that the Proposed Bylaws be accepted as amended. As soon as the approved Bylaws can be finalized a copy will be distributed to each residence in Orchard Valley.

Dick Furnish complimented Diane and her committee "for these fine revisions". The membership also were in accord with Dick's comments.

Being no further business the meeting was adjourned.

Paula Qualls Paula Qualls
Secretary

STATE OF WYOMING)
COUNTY OF LARAMIE)

Acknowledged before me this 23rd day of February, 1996, by Paula Qualls, who presented sufficient identification to me this date.



Charlotte Ware Magee
Charlotte Ware Magee, Notary Public
My Commission Expires: May 14, 1999

177913
LARAMIE COUNTY CLERK
CHEYENNE, WY.
96 FEB 23 PM 2 17

BOOK 1418

0166

BYLAWS
ORCHARD VALLEY COMMUNITY ASSOCIATION

MNO
Revised 11/14/94

Article I - Name

Section 1. The name of this organization shall be the Orchard Valley Community Association hereinafter known as OVCA. This organization includes Orchard Valley, Apple Valley, Shirley Subdivision and Block 10. **
**a/k/a Replat of Lot 1 Block 10 Orchard Valley Second Filing p 3 Q

Article II - Address

Section 1. The address of the OVCA and the Orchard Valley Community Center, hereinafter known as the OVCC, shall be the mailing address of the elected Secretary - Treasurer.

Article III - Purpose

Section 1. The purpose of the OVCA shall be to maintain or upgrade, through proper use of the existing Protective Covenants, property valuation in Orchard Valley, Apple Valley, Shirley Subdivision and Block 10.

Article IV - Membership

Section 1. Qualifications of Members

Any property owner/renter in Orchard Valley, Apple Valley, Shirley Subdivision or Block 10 is eligible for membership in the OVCA and becomes a member with all voting privileges upon payment of dues as required by these Bylaws.

Section 2. Obligation of Members

Each member of the OVCA, by accepting membership, is obligated to comply with the Constitution and Bylaws of the OVCA and does agree to abide by and observe in good faith the Bylaws, resolutions, rules and regulations of the OVCA as voted by the membership and/or its duly elected Officers/Board of Directors in effect from time to time and to pay all dues and/or assessments property and lawfully determined in accordance with these Bylaws.

Article V - Meeting of Members

Section 1. Meetings

(a) The OVCA will hold, as a minimum, two meetings yearly - one meeting in February and one to be held in October.

(b) The Officers/Board of Directors will be elected during the February meeting.

Section 2. Special Meetings

Special meetings of the members may be called by two-thirds vote of the Officers/Board of Directors, or shall be called upon request, in writing, of two-thirds or more of the paid membership.

Section 3. Notice of Meetings

Notice of meetings, either regular or special, shall be delivered to all property owners/renters in writing not less than five days prior to the meeting. If extenuating circumstances occur, meetings may occur without a five day notice.

Section 4. Quorum

A quorum required to conduct any and all business at any meeting shall consist of 15% of the paid voting members and 3/4 of the Officers/Board of Directors present.

Section 5. Voting

Each property owner/renter in a dwelling, that is a paid member, is eligible to vote on any matters presented membership.

Section 6. Minutes

A written copy of the minutes of the meetings will be available from the Secretary, upon request, no sooner than 10 days after the meeting.

Section 7. Order of Business

At all meetings of the members, the order of business shall be, as far as practicable, as follows:

1. Call to order and determination of quorum.
2. Reading of the Minutes of the last meeting.
3. Report of Treasurer and presentation of the bills.
4. Old Business
 - (a) Reports
 - (1) President
 - (2) Vice-President
 - (3) Standing and Special Committees
 - a. Building and Covenants Committee
 - b. Audit
5. New Business
6. Adjournment

Section 8. Robert's Rules of Order shall govern the conduct of meetings of the OVCA.

Article VI - Directors

Section 1. The Officers/Board of Directors, composed of the President, Vice-President, Secretary-Treasurer, Chairman of the Building and Covenants Committee, a representative from Apple Valley, a representative from Shirley Subdivision and Block 10 and a representative from Orchard Valley, shall have general direction of the OVCA and the OVCC. The OVCA membership is not liable for any actions taken against the OVCC.

Section 2. Powers: The business and affairs of the Association shall be managed by the Officers/Board of Directors.

Section 3. The Officers/Board will hold a meeting at a minimum of every three months to consider matters pertaining to the OVCA. A Board meeting may also be held at the request of two or more Officers/Board members at irregular times.

Section 4. The President will serve as chairman of the Board, voting only in case of a tie.

Section 5. After each Board meeting, a written report of all matters considered and the decisions on these matters will be available from the Secretary, upon request, no sooner than 10 days after the meeting.

Article VII - Officers

Section 1. The Officers shall be a President, Vice President and Secretary-Treasurer, each of whom shall be elected by the membership as provided in Section 7(a) hereinafter set forth.

Section 2. President

The President shall be the executive officer of the OVCA, who shall preside at all meetings of the members and the Board of Directors; he/she shall cosign in the name of the OVCA, all checks written on the account of the OVCA (except when cosigners are related) and shall be the official representative of the OVCA when appearing before any groups (i.e., the County Commissioners, Board of Realtors, etc.).

Section 3. Vice-President

In the absence of the President, the Vice-President shall perform all the duties of the President and, when so acting, shall have the powers of the President. This includes cosigning of checks when other cosigners are related or in the case of vacancy of office of President through resignation, death or abandonment.

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Section 4. Secretary-Treasurer

The Secretary-Treasurer shall keep minutes of the meetings of the members and of the Officers/Board of Directors in books provided for the purpose; shall see that all notices are fully given in accordance with the provisions of the Bylaws, or as required by law; shall be the custodian of the records and of the financial records and checkbook of the OVCA and the OVCC and any other duties as may be assigned by the Officers of the OVCA. The Secretary-Treasurer shall have charge of and be responsible for all funds, receipts and disbursements of the OVCA and the OVCC. He/she shall cosign all checks and make all deposits; shall give a financial statement at all member and Officer/Board of Directors meetings; will have available, upon request of any officer or member, an up-to-date financial statement and list of members. The Secretary-Treasurer shall be bonded in the amount of \$10,000, with the bonding fee to be paid from the monies of the OVCA.

Section 5. Chairman-Building and Covenants Committee

The Chairman of the Building and Covenants Committee shall be responsible for all duties required of that Committee, as set forth in Article IX, Section 1.

Section 6. Salaries

Officers/Board of Directors shall not be paid a salary.

Section 7. Term of Office

(a) All Officers/Directors shall be elected by secret ballot following open nominations from the floor at each February meeting for a two year term, nominations must have prior concurrence of the nominee.

(b) Any Officer/Director or appointed committee member may be removed for cause by a 3/4 majority vote of the Officers/Board of Directors at a regular/special meeting of the Officers/Board of Directors.

(c) Any Officer/Director may resign at anytime by giving written notification to the Officers/Board of Directors.

(d) The Officers/Board of Directors shall appoint a person to fill a vacancy in office caused by death, resignation, removal or any other cause until the next regular meeting.

Section 8. Any correspondence will be forwarded to the appropriate person within a reasonable period of time.

Article VIII - Finances

Section 1. The Fiscal year begins on January 1 and ends on December 31 of the same calendar year.

Section 2. The OVCA shall be financed by dues as shall be fixed by the Officers/Board of Directors as deemed necessary.

Section 3. Such dues as deemed necessary by the Officers/Board of Directors (but no less that \$12.00 per year), shall be due and payable on January 1 and are delinquent after the February meeting of each year. Members delinquent in dues shall not be considered members in good standing and are not eligible for any OVCA benefits until the dues are current.

Section 4. Special Assessments

Special assessments to cover unexpected expenditures may be made only upon vote by a majority of the paid voting members of the OVCA.

Section 5. Expenditures

(a) Bills for secretarial supplies will be paid only after approval by the Officers/Board of Directors from the OVCA funds.

(b) Any other necessary expenditures will be presented for vote to the membership at the February/October meetings. When outstanding bills must be paid prior to these meetings, expenditures will be made only with the full approval of the Officers/Board of Directors.

Article IX - Standing Committees

Section 1. Building and Covenants Committee

- (a) The Building and Covenants Committee shall be composed of three members. The Chairman shall be elected by the membership, one member shall be the President of the Association and one member shall be appointed by the Officers/Board of Directors but shall not be a voting member of the Board of Directors.
- (b) It shall be the duties of the Building and Covenants Committee to receive and approve or disapprove all applications for approval of construction or remodeling plans, detached garage plans and detached outbuilding plans.
- (c) Applicants must complete and submit the proper application form, which shall be furnished by the Committee, along with one copy each of a detailed floor plan, an elevation sketch and the lot layout.
- (d) Approvals or disapprovals of said plans will be given in writing by the Committee within thirty days after they have been submitted and such decisions shall be based on the requirements of the Protective Covenants.
- (e) Committee Members will also receive and act on complaints of property owners of violations of the Protective Covenants.

Section 2. Auditing Committee

An Auditing Committee, composed of three members appointed by the President, shall audit the financial records and books of the OVCA within the first two weeks of January and a written report of their findings will be given at the regular February meeting by the Chairman.

Article X - Funds

Section 1. OVCA Fund

- (a) The monies in the OVCA Fund will come from dues collected from the membership. There will be no monetary limit to this Fund.
- (b) The monies in this fund will be used for any and all expenditures needed for the OVCA. This fund will be used for any legal fees, if required, for legal assistance for Protective Covenants violations.

Section 2. OVCC Fund

- (a) The monies in this Fund will come from rent and associated fees collected for rental of the OVCC.
- (b) The monies in this Fund will be used for any and all expenditures needed for the OVCC. This fund will be used for any legal fees, if required, for legal assistance needed for the OVCC.

Article XI - Discrimination

Section 1. The OVCA will not discriminate against any person because of race, color, gender, creed, national origin or handicapping condition as defined by the American With Disabilities Act, P.L. 101-336, 42 U.S.C. (12101, et. seq.).

Article XII - Amendments

Section 1. This Constitution and these Bylaws may be amended by vote of the paid voting members at any regular/special meeting of the OVCA provided the proposed amendment has been presented in writing to the Officers/Board of Directors ten days prior to the regular/special meeting.