

from the document that created Cloverdale Heights a Planned Community – reference only -
the official recorded document shall prevail

dated: October 18, 1988, September 8, 1989, October 27, 1989 and October 15, 1999

Cloverdale was developed pursuant to the Uniform Common Interest Ownership Act 36B [UCIOA 36B *the Act*]

ARTICLE I Definitions	MAJORITY	Section 1.28 Trustee. The entity which may be designated by the Executive Board as the Trustee for the receipt, administration, and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses, and other like sources as defined in the Bylaws. If no Trustee has been designated, the <u>Trustee will be the Executive Board</u> from time to time constituted, acting by <u>majority vote</u> , as executed by the president and attested by the secretary.
ARTICLE I Definitions	50%	Section 1.18 Majority or Majority of Unit Owners. The owners of more than <u>50% of the votes</u> in the Association.
ARTICLE IX Allocated Interests	1 VOTE	Section 9.2(b) Votes. <u>Each Unit in the Common Interest Community shall have one equal vote.</u> Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the documents, means the specified percentage, portion, or fraction of all the votes as allocated according to the number of Units listed in the most current Schedule A-2. As Units are added to the Common Interest Community, <u>each Unit shall continue to have one equal vote.</u>
ARTICLE VIII Development Rights and Other Special Declarant Rights	2/3 VOTE	Section 8.10 (d) Notwithstanding any provision of this Declaration or the Bylaws to the contrary, following notice under § 3-108 of the Act [UCIOA 36B], the Unit Owners, <u>by a two-thirds vote of all persons present</u> and entitled to vote at a meeting of the Unit Owners at which a <u>quorum is present</u> , may remove a member of the Executive Board with or without cause, other than a member appointed by the Declarant.
ARTICLE XIV Amendments to Declaration	67% VOTE	Section 14.1 General. Except in cases of amendments that may be executed by the Declarant in the exercise of its Development Rights or by the Association under Article XII of this Declaration and § 1-107 of the Act [UCIOA 36B], or by certain Unit Owners under Article XII and Section 13.1 of this Declaration and § 2-117 of the Act, and except as limited by Section 14.4 and Article XVII of this Declaration, this Declaration, including the Plat and Plans, may be <u>amended only by vote or agreement of Unit Owners of Units</u> to which at least <u>sixty-seven percent (67%) of the votes</u> in the Association are allocated. This procedure for amendment must follow the procedures of § 2-117 of the Act [UCIOA 36B].
ARTICLE XVI Mortgagee Protection	67% AND 51%	Section 16.4 Consent Required Document Changes. Notwithstanding any lower requirement permitted by this Declaration or the Act, no amendment of any material provision of the Documents by the Association or Unit Owners described in this Subsection 16.4(a) <u>may be effective without the vote of at least sixty-seven percent (67%) of the Unit Owners</u> (or any greater Unit Owner vote required in this Declaration or the Act [UCIOA 36B]) and until approved in writing <u>by at least fifty-one percent (51%) of the Eligible Mortgagees</u> (or any greater Eligible Mortgagee approval required by this Declaration).

<p>ARTICLE XVI Mortgagee Protection</p>	<p>MAJORITY</p>	<p>Section 16.10 Appointment of Trustee. In the event of damage or destruction under Article XXI or condemnation of all or a portion of the Common Interest Community, any Eligible Mortgagee may require that such proceeds be payable to a Trustee established pursuant to Section 1.28 of this Declaration. Such Trustee may be required to be a corporate trustee licensed by the State of West Virginia. Proceeds will thereafter be distributed pursuant to Article XXI or pursuant to a condemnation award. Unless otherwise required, the <u>members of the Executive Board acting by majority vote through the president may act as Trustee.</u></p>
<p>ARTICLE XVI Mortgagee Protection</p>	<p>67% AND 51%</p>	<p>Section 16.4(a) Consent Required Document Changes. Notwithstanding any lower requirement permitted by this Declaration or the Act, no amendment of any material provision of the Documents by the Association or Unit Owners described in this Subsection 16.4(a) may be <u>effective without the vote of at least sixty-seven percent (67%) of the Unit Owners</u> (or any greater Unit Owner vote required in this Declaration or the Act) and <u>until approved in writing by at least fifty-one percent (51%)</u> of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration).</p>
<p>ARTICLE XVI Mortgagee Protection</p>	<p>67%</p>	<p>Section 16.4(b)(iv) Consent Required The termination of the Common Interest Community for reasons other than substantial destruction or condemnation, as to which a <u>sixty-seven percent (67%) Eligible Mortgagee approval is required;</u></p>
<p>ARTICLE XVII Assessment and Collection of Common Expenses</p>	<p>MAJORITY</p>	<p>Section 17.5 Budget Adoption and Ratification. Within 30 days after adoption of a proposed budget for the Common Interest Community, the Executive Board shall provide a summary of the budget to each Unit Owner, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than 14 nor more than 30 days after mailing of the summary. Unless at that meeting a <u>majority of all Unit Owners</u> reject the budget, the budget is ratified, <u>whether or not a quorum is present.</u> If the proposed budget is rejected, the periodic budget last ratified by the Unit Owners continues until the Unit Owners ratify a budget proposed by the Executive Board.</p>
<p>ARTICLE XVII Assessment and Collection of Common Expenses</p>	<p>RATIFICATION</p>	<p>Section 17.6 Ratification of Non-budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 17.2 of this Declaration, in an amount greater than fifteen (15%) percent of the current annual operating budget, the Executive Board shall submit such Common Expense to the Unit Owners <u>for ratification in the same manner as a budget under Section 17.5.</u></p>
<p>ARTICLE XVIII Right to Assign Future Income</p>	<p>51% VOTE</p>	<p>The Association may assign its future income, including its right to receive Common Expense assessments, only by the affirmative vote of Unit Owners of Units to which at least <u>fifty-one (51 %) percent of the votes in the Association are allocated,</u> at a meeting called for that purpose, and the Eligible Mortgagee[s] consent [as] described in Article XVI.</p>

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ARTICLE XXI Damage To Or Destruction of Property	80%	Section 21.1(c) Duty to Restore. <u>Eighty percent (80%)</u> of the Unit Owners, including each owner of a Unit or assigned Limited Common Element that will not be rebuilt, <u>vote not to rebuild.</u>
ARTICLE XXI Damage To Or Destruction of Property	51% VOTE	Section 21.3 Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been <u>approved by the Executive Board, a majority of Unit Owners and fifty-one percent (51%) of Eligible Mortgagees.</u>
ARTICLE XXIII Executive Board	RATIFICATION	Section 23.2(t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be <u>ratified, modified or rejected by the Executive Board at its next regular meeting.</u>
ARTICLE XXIV Open Meetings	ACTION	Section 24.1 Access. All meetings of the Executive Board, at which <u>action is to be taken by vote</u> will be open to the Unit Owners, except as hereafter provided.
ARTICLE XXIV Open Meetings	NO ACTION	Section 24.3 Executive Sessions. Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Unit Owners, in either of the following situations only: (a) <u>No action is taken</u> at the executive session <u>requiring the affirmative vote</u> of Directors; or (b) The action taken at the executive session involves personnel, pending litigation, contract negotiations, enforcement actions, or matters involving the invasion of privacy of individual unit owners, or matters which are to remain confidential by request of the affected parties and agreement of the Board.
WV CODE UCIOA §36B-3-110. Voting;	0 VOTE	(d) <u>No votes allocated to a unit owned by the association may be cast.</u>

Source – DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

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