

The highlighted wording was removed from the covenants by Folsom Ridge LLC. As we were aware of the pipes being installed in the same trench, and not by DNR regulations and codes we felt the liability for the HOA was risky.

or a capital improvement under the following terms:

A. With regard to the original Water System and/or Sewer System, any such special assessment for construction, reconstruction, repair or replacement under this section shall have the assent of two-thirds (2/3rds) of the Owners and (i) who are connected to the Water System and/or Sewer System, as applicable, or (ii) who have membership rights by virtue of their ownership of a Lot, or (iii) who are entitled to use such original Water System and Sewer System by virtue of having paid a tap fee but who have not yet connected to the original Water System and Sewer System, who are voting in person or by proxy at a meeting duly called for this purpose. The initial Sewer System is designed to serve 80 homes (included in this number are homes, which are entitled to connect to the original Sewer System by virtue of having paid a tap fee but have not yet established a connection).

B. With regard to any expansion of the Water System and/or Sewer System to serve Lots beyond the original 80 Lots intended to be served by the original Water System and Sewer System shall be paid by Declarant or its successors:

successors. For a period of five years, with regard to the water system and sewer system presently in existence and installed by Declarant and such additional systems or additions thereto (expansion) that may be installed in the future by Declarant, Declarant warrants all of said systems to be free of defects, contamination, and in keeping with all federal, state and local laws and regulations governing the installation, maintenance and operation of said systems. This warranty includes but is not limited to the workmanship of (i) the water and sewer lines installed by Declarant and (ii) the sand beds serving the sewer system. - In the event defects, contamination or violations are found to exist, Declarant covenants to correct and repair the same at its sole cost. Such warranty does not cover defects and damages occasioned due to acts of God and damages caused by circumstance beyond Declarant's control.

C. In order to alleviate the impact of the cost of unforeseen expenses and/or capital improvements, the Association by the assent of two-thirds of the Lot Owners may establish a reserve account, and monthly assessments to fund such reserve account.

Section 5. Notice and Quorum for any Action Authorized Under Section 4.A. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.A shall be sent to all member not less than thirty (30) days nor more than ninety (90) days in advance of the meeting. At each such meeting called, the presence of member or of proxies entitled to ~~cast sixty percent (60%)~~ cast a simple majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be ~~one-half (1/2) of the required quorum at the preceding meeting requirement.~~