

(b) the right of the Association to suspend the voting rights and the 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 2/3rds of the members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area, and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Voting Rights. The Association shall have one class of voting membership which shall consist of all owners including Developer, but excluding Builders during such time as they are exempt from the payments of assessments. Such owner shall be entitled to one vote for each such lot. When more than one person holds such interest in any real estate lot, the vote for each such lot shall be exercised as they among themselves determine. In no event shall more than one vote be case with respect to any one lot.

Section 4. Responsibilities of Association. The Association will have the right to operate, maintain, and use the Common Area for the purposes set out in these Restrictions and in the By-Laws of the Association. However, nothing contained in these Restrictions or in the By-Laws is to be construed as obligating the Association to carry out any of such activities and the Association may continue, or discontinue, any such activities from time to time, as the membership and Board of Directors shall determine.

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