

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, including an easement for the use and enjoyment of the private streets and parking lots and walkways within the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a) The right of the Association to suspend the voting rights of an Owner for any period during which an assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days from an infraction of its published rules and regulations;
- b) The right of the Association to dedicate or transfer all or any part of the common areas or community facilities to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the members and further subject to the then existing laws and applicable ordinances; provided, however, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless two-thirds (2/3) of each class of the then voting members of the Association consent to such dedication, transfer, purpose and conditions, at any special meeting of the members duly called for such purpose;
- c) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the facilities thereon;
- d) The right of the Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Area for display and exhibit purposes, which right Declarant hereby reserves, provided, however, that such use shall not be for a period of more than one (1) year after the conveyance of the Common Area to the Association, or the sale of all the residential Lots within the Properties, whichever is the earlier; provided, further that no such use by Declarant or its sales agents or representatives shall otherwise restrict the members in their use and enjoyment of the Common Area or facilities thereon;
- e) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility which may be situated on the Common Area;
- f) The right of the Association to regulate parking on the Common Area through the granting of easements or promulgation of rules and regulations;
- g) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights of way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such licenses, rights of way or easements shall be

unreasonably and permanently inconsistent with the rights of the members to use and enjoyment of the common areas and community facilities; and

h) The right of the Association, acting by and through its Board of Directors, to enter into agreements whereby the Association acquires leaseholds, memberships or other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the members of the Association and to declare expenses incurred in connection therewith to be common expenses of the Association.

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.