

a tenant or lessee of a Member, may be an Associate Member of the Association and as such, shall be privileged to use its Common Properties and facilities, subject to the Rules and Regulations of the Association.

Section 3. Voting Rights. Members of the Association shall be entitled to vote in person or by proxy as follows: for each lot (as defined in Item (f) of Section 1 of Article I) held in fee simple: one vote for each 100 square feet of lot area, rounded to the nearest 100. When more than one person holds the fee simple title to any lot, such as under the condominium form of ownership, tenants by the entirety, joint tenants or tenants in common, the vote for such lot shall be exercised in accordance with that person's percent of ownership of the common elements, as established by the Condominium Declaration or other covenants establishing the co-ownership, or as the co-owners among themselves determine, but in no event shall more than one vote per 100 square feet of lot area be cast.

Section 4. Vote Allocation Schedule. For the purpose of computing the total number of votes in the Association, and the number of votes associated with the ownership of any lot, the developer and all owners agree to be bound by the vote allocation schedule attached to this Declaration as Exhibit C, as that schedule is amended and revised from time to time, pursuant to the recording of supplementary Declaration of Covenants and Restrictions, pursuant to Article II of this Declaration.

Section 5. By-Laws. The Association shall have and possess all powers necessary to carry out the responsibilities of the Association set forth in this Declaration and shall operate through an elected Board of Managers/Directors pursuant to this Declaration and the By-laws set forth as Exhibit D.

ARTICLE IV

Property Rights in the Common Properties

Section 1. Member's Easement of Enjoyment. Subject to the provisions of this Declaration and the rules and regulations of the Association, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or interest therein.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed initial improvements thereon and until such time as, in the judgment of the Developer, the Association is able to maintain the same. The Developer, however, notwithstanding any

provision herein, hereby covenants for itself, its successors and assigns, that it shall convey to the Association the Common Properties designated on any recorded final subdivision plat not later than the seventh anniversary of the date of the recording of such plat, or seven years from the date of this Declaration, whichever is later.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, or for any period during which any infraction of its rules and regulations continues, or as punishment for prior infractions, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member or Member's obligation to pay the assessment and be bound by the Association's Rules and Regulations; and

(b) The right of the Association to charge admission and other fees for the use of the Common Properties and/or any facilities therein; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Properties to any municipal, county, State, Federal or other public or quasi-public agency, authority or utility for such purposes and subject to such conditions as may be determined by the Association, provided that no such dedication or transfer of all or substantially all of the common elements shall become effective unless such dedication, transfer and determination as to purpose and conditions thereof shall be authorized by the vote in person or by proxy of two thirds of the votes cast at a duly called meeting. A true copy of such resolution, together with a certificate of the result of the vote taken thereon shall be made and acknowledged by the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties, prior to the recording thereof in the Office of the McLean County Recorder of Deeds. Such certificate shall be conclusive evidence of authorization by the membership.

ARTICLE V

Covenant for Common Maintenance and Capital Improvement Assessments.

Section 1. Creation of the Lien and Personal Obligation of Assessments. By acquiring an ownership interest in any lot in