

b. When a unit has more than one owner, the vote for that unit shall be cast as the owners, among themselves, determine.

c. Residence owners shall have the right to vote on all matters which, under this Declaration and constituent documents and any By-laws promulgated by the Association, are required or authorized to be decided by residence owners.

d. Except as otherwise provided herein, a majority vote of Fifty-one (51%) Percent shall be required for such decisions as contemplated under Section II, subsection 2c.

3. The right of a residence owner to sell, transfer or otherwise convey the owner's residence will not be subject to any right of first refusal or any similar restriction in favor of the Association, except that such right to convey will be subject to the right of first refusal described in Article VIII, Section 14.

ARTICLE III
(Association)

1. All of the owners of units contained within the PUD, acting as a group in accordance with this Declaration and constituent documents, shall constitute the Jamestowne II Homeowners Association, Inc., (Association), a copy of whose Certificate of Incorporation as a non-profit corporation is attached hereto as Exhibit "B" and incorporated herein by reference.

2. The Association shall have the responsibility of administering the PUD as set forth in Article IV herein, and in compliance with this Declaration and constituent documents; and shall own, administer, and maintain the common area and facilities.

3. The Declarant shall have and exercise all rights, powers, remedies, duties and privileges of the Association, Board of Directors, and Manager, all of which may be either delegated by the Declarant to a Manager designated by the Declarant which may be a person controlling, controlled by or under some common control with the Declarant until control of the Association becomes vested in the purchasers of the residences.

4. Until control of the Association becomes vested in the purchasers of the residences, the Declarant will manage the PUD provided, however, the management by Declarant or any agreement for professional management may be terminated for cause on thirty (30) days written notice and the terms of any such contract may not exceed one(1) year, renewable for successive one-year periods.

5. Each residence owner will pay monthly to the Association, as such residence owner's share of common expenses, an amount from time to time established and charged by the Declarant to be such residence owner's monthly pro rata part of common expenses based upon the Declarant's estimate of cost of management, administration, services and common expense plus a reasonable management fee as provided in Article VI hereof.

6. Unless the Declarant shall have turned the Association over to the owners previously, within 90 days following the completion of the transfer of title to thirty-one (31) units, the Declarant shall call a meeting to be held at which meeting the Association will elect

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