

upon the common area; (c) the right of the Association to suspend the voting rights of an owner: (i) for any period during which any assessment against his unit remains unpaid, and (ii) for a period not to exceed ten (10) days for any infraction of the Association's published rules and regulations; and (d) the right of each owner to the exclusive use of limited common areas assigned to his unit.

Section 3.04. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common elements to the immediate members of his family or his tenants who reside on the property.

Section 3.05. Limited Common Elements. Ownership of each unit shall entitle the owner or owners thereof to the exclusive use of the limited common elements assigned to such unit and so designated on the plat and/or Floor Plans.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.01 Creation of the Lien and Personal Obligation of Assessments. The owner of each unit, shall pay to the Association: (a) monthly assessments or charges, and (b) special assessments for capital improvements fixed, established and collected from time to time as hereinafter provided. The monthly and special assessments, together with interest thereon and costs of collection thereof, shall be a charge on and a continuing lien upon the unit against which each such assessment is made when a notice claiming a lien has been recorded by the Association, but no lien shall be recorded until such sums remain unpaid for at least ten days after the same shall become due. Such lien shall also secure all assessments which come due thereafter until the lien is satisfied. Each owner shall be liable for his portion of each assessment coming due while he is the owner of a unit, and his successor in title shall be jointly and severally liable for such portion thereof as may be due and payable at the time of a conveyance but without prejudice to the