

(c) The right of the Association to suspend the voting rights and the right to use of any recreational facilities located upon the common area by a member, or any person to whom he has delegated his voting right, for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(d) The right of owners to the exclusive use of exclusive yard space as provided in this Article.

(e) The right of the Association to formulate, publish, and enforce rules and regulations as provided in Article X.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his rights of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers provided every such delegee shall reside on the owner's lot.

Section 3. Title to Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the common areas as shown upon the recorded plat referred to in Schedule A of this Declaration, to the Association, free and clear of all liens and encumbrances, at the time or prior to the conveyance of the first lot shown in Schedule A (Except for utility and drainage easements and easements to governmental authorities for utility facilities) upon condition that such area as shall be designated "common area" shall be for the sole and exclusive use and benefit of members, as long as such area is maintained in conformity with the requirements of this Declaration, the By-Laws, and the Articles of Incorporation of the Association, at the sole expense of the owners. The Declarant will convey to the Association, at the same time, upon the same conditions and for the same uses and purposes, common areas which are parts of any additional properties which may be annexed by it as provided in Article II, Section 2.