

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, are required or authorized to be decided by residence owners.

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

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.

4. The Owners Association and any aggrieved unit owner shall be granted a right of action against unit owners for failure to comply with the provisions of this Declaration, including By-laws, or with decisions of the Association which are made pursuant to authority granted the Association in such documents. Unit owners shall have similar rights of action against the Association.

ARTICLE VIII
(Association)

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

2. The Association shall have the responsibility of administering the condominiums as set forth in Article IX hereof, and in compliance with this Declaration and constituent documents, and shall administer and maintain the Common Elements 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 units pursuant to Section 7 of this Article.

4. Until control of the Association becomes vested in the purchasers of the units pursuant to Section 7 of this Article, the Declarant will manage the condominium, provided however, the management by Declarant or any agreement for professional management may be terminated for cause upon thirty (30) days written notice and the terms of any such contract may not exceed one 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