

the balance hereof or the Declaration.

- h) **Interpretation:** The provisions of the Bylaws shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of an undivided interest resort property.

ARTICLE XXVI

Merger:

DEER CREEK PHASE II U.D.I-P.O.A. CLASS I, INC., recognizes the existence of Deer Creek Golf and Tennis RV Resort Property Owners Association, Inc., in Phase I and/or II Class A and/or Phase ifi and/or IV and/or additional phases of Deer Creek Golf and Tennis RV Resort Property Owners Association, Inc., or additional phase associations and the interest of each Association in the operation and management of the Deer Creek Golf and Tennis RV Resort "Master Plan" and to that extent the merger into one or more of these associations is authorized, provided there is a majority vote to do so by the membership and the written authority of the Declarant, its successors and assigns, if Declarant is still selling undivided interest or other resort property in the ordinary course of business in Phase I and/or II Class A and/or Phase ifi and/or IV and/or additional phases and sell out has not reached 90% of sites or undivided interest sales per phase.

ARTICLE XXVII

Conflict:

In the unforeseen event there is conflict of authority between the Declaration and these Bylaws, as amended from time to time, the Declaration shall prevail.

ARTICLE XXVIII

Use of Property:

Only Members, their family members (parents, **children, siblings**) or guests of members may use the Class I Lots and Class I Amenities for fourteen (14) days at any given time after which the user must vacate the resort property for a period of at least seven (7) days after which the user may again use the Class I Lots and Class I Amenities for a period of fourteen (14) days. The sequent of use may be repeated all year and for so long as a user is authorized to use the Class I Lots and Class I Amenities.

ARTICLE XXIX

Road and Drainage Maintenance:

This Association (Class I) shall have the responsibility, both physically and financially, to maintain and operate the road and drainage system within the Class I Lots and Class I Amenities.