

A UDI Owners thereof among themselves determined and in the event the Class A UDI Owners cannot reach a consensus as to how the vote shall be cast, no vote shall be counted. The Association (Class A) is authorized to accept the vote for a 10/2650 Undivided Interest from one Class A UDI Owner in the event of multiple ownership of an Undivided Interest if it is represented to the Association (Class A) that such person is the lawful representative of all Class A UDI Owners of that Undivided Interest and no objection is raised by any other Class A UDI Owner. Exercise of voting rights shall be further regulated by the provisions of the By-Laws of the Association (Class A).

Paragraph 3. Declarant Control. Declarant does hereby reserve and shall have the power to appoint, remove, and replace the members of the Board of Directors of the Association (Class A) until the first meeting of the members held after the earlier of the following dates:

- (a) When Declarant has elected to terminate its power to appoint, remove, and replace directors of the Association (Class A) by written notice to the Association (Class A); or
- (b) Ten (10) years from the date of the recording of this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Deer Creek Golf and Tennis RV Resort, Phase Two.

Article IV
Section A

FUNCTIONS OF THE ASSOCIATION (Class I)

Paragraph 1. Duties. The Association (Class I) shall have the following responsibilities and obligations:

- (a) to keep maintain, repair, and improve in a good condition and state of repair the Class I Lots and Class I Amenities and its prorata percentage of use of the Class I Access Road as determined by the Declarant in its sole and reasonable discretion as now exist or may exist in the future expressly to include all sites therein located and all Class I Common Furnishings and Class I Accommodations located within sites located on the Class I Lots and Class I Amenities.
- (b) to maintain casualty and liability insurance for the improvements located on the Class I Lots and Class I Amenities and to reconstruct and repair such improvements in the event of damage to or destruction thereof;
- (c) to maintain the Class I Lots and Class I Amenities free from noxious weeds, underbrush, and pests and to remove any unsightly or obnoxious thing therefrom;
- (d) to maintain public liabilities insurance with respect to the operations of the Class I