

or conditions which exist, and pursuant thereto give notice thereof to the offending Owner that unless corrective action is taken within fourteen (14) days, the Board may cause such action to be taken at said Owner's cost. If at the expiration of said fourteen (14) day period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken (either by undertaking such corrective actions or bringing suit to compel the offending Owner to undertake such corrective action) and the cost thereof, together with any attorney's fees expended by the Master Association in connection therewith, shall be added to, and become a part of, the Assessment to which the offending Owner and the Owner's Lot or Tract is subject, if any, and shall be secured by the Assessment Lien. Nothing contained herein shall be deemed to impose absolute liability upon an Owner for any damage to a Lot or Tract within the Master Association.

**11.4 Conveyance of Master Common Areas.** Upon completion of construction of any Master Common Areas, the Declarant, or the Owner thereof if other than the Declarant, shall execute and deliver to the Master Association a quit-claim deed of conveyance for such Master Common Areas. Upon Recordation of such Deed, the Master Association shall be deemed to have assumed all responsibility for the ongoing maintenance, repair and restoration of such Master Common Areas and in accordance with the Community Documents. After conveyance of any Master Common Area to the Master Association, the Master Association shall not further convey the Master Common Area without the consent of at least two-thirds (2/3) of the Members of the Master Association, excluding the Declarant and any Builders who are then paying Reduced Assessments.

## **ARTICLE 12** **RIGHTS AND POWERS OF MASTER ASSOCIATION**

**12.1 Master Association's Rights and Powers as Set Forth in Articles and Bylaws.** In addition to the rights and powers of the Master Association set forth in this Declaration, the Master Association shall have such rights and powers as are set forth in its Articles and Bylaws. Such rights and powers, subject to the approval thereof by any agencies or institutions deemed necessary by Declarant, may encompass any and all things which a Person could do or which now or hereafter may be authorized by law, provided such Articles and Bylaws are not inconsistent with the provisions of this Declaration and are necessary, desirable or convenient for effectuating the purposes set forth in this Declaration. After incorporation of the Master Association, a copy of the Articles and Bylaws of the Master Association shall be available for inspection at the office of the Master Association during reasonable business hours.

**12.2 Rights of Enforcement of Provisions of This and Other Instruments.** The Declarant, for so long as it owns any portion of the Property or the Annexable Property and/or controls voting rights of Class B Members as set forth in **Section 7.2** above, and the Master Association, as the agent and representative of the Members, shall each have the right to enforce the provisions of this Declaration. Any Member may enforce the provisions of this Declaration at any time by any appropriate action and whether or not the Declarant and/or the Master Association takes any action to enforce the provisions of this Declaration.