

(d) To protect or defend the Common Areas from loss or damage by suit or otherwise, as the Board sees fit, and to provide adequate reserves for replacements, as the Board sees fit.

(e) To make reasonable rules and regulations for the operation of the Common Maintenance Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by Owners constituting a majority of the votes of the Association, or with respect to a rule applicable to less than all of the Common Areas, by a majority of the votes of the Owners in the portions affected.

(f) To make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.

(g) To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.

(h) To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules, as the Board sees fit.

(i) to collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings, as the Board sees fit.

**Section 3. Board Powers Exclusive.** The Board shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the assessment fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.

**Section 4. Maintenance Contracts.** The Board, on behalf of the Association, shall have full power and authority to contract with any Owner of other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association, and in compliance with all applicable laws, rules and regulations.

#### ARTICLE IV TITLE TO COMMON AREAS

**Section 1. Conveyance/Association to Hold.** The Declarant may hereafter, in Declarant's sole option, grant and convey unto the Association all of the right, title and interest of the Declarant in and to the Common Areas, whereupon the Association shall assume all maintenance obligations with respect to any Common Areas which may then exist or thereafter be established. Nothing contained herein shall create an obligation on the part of Declarant to establish any additional Common Areas.