

Benefit Improvements, the Board shall retain such funds in a special fund for the benefit of the affected Special Benefit Area.

Section 5.      Notice to Owners and Mortgagees. The Board shall, as soon as reasonably possible following any damage or destruction of Improvements in the Master Association Property and/or Maintenance Areas notify all Owners and Eligible Mortgage Holders in accordance with the provisions of the Article herein entitled "Mortgagee Protection."

Section 6.      Damage by Owners or a Sub-Association. To the extent permitted by law, each Owner and Sub-Association shall be liable to the Master Association for any damage to any of the Master Association Property and/or Maintenance Areas that is caused by the negligent or intentional acts or omissions of an Owner, the members of his family, his tenants, lessees or invitees (or by a Sub-Association). The Board shall have the right, after Notice and Hearing, as provided in the ByLaws, to levy a Damage Reimbursement Assessment against such Owner (or Sub-Association) as provided herein.

Section 7.      Use of Special Assessments. All amounts collected pursuant to Special Assessments as provided for in this Article shall only be used for the purposes set forth herein, and shall be deposited by the Board into a separate bank account to be held in trust for such purposes.

Section 8.      Damage or Destruction of the Community Entry Facilities. Notwithstanding the provisions of this Article, any damage or destruction of the Community Entry Facilities shall be repaired and reconstructed in accordance with the provisions of the Cost Sharing Agreement.

## ARTICLE XII

### CONDEMNATION

Section 1.      Distribution of Awards. Subject to the limitations set forth in the Article herein entitled "Mortgagee Protection," a condemnation award affecting any portion of the

Community which is not apportioned among the Owners by court judgment, or by agreement between the condemning authority and each of the affected Owners in the Community, shall be distributed among the affected Owners (and their respective Mortgagees) based upon the affected Owners' ownership or other rights in the condemned portion of the Community. All first Mortgagees shall have the right to participate in any condemnation proceedings.

Section 2. Distribution of Awards - Master Association Property. A condemnation award affecting all or any portion of the Master Association Property shall be remitted to the general fund of the Master Association; however a condemnation award affecting any Special Benefit Improvements shall be remitted to a special fund for the benefit of the affected Special Benefit Area; and provided further that a condemnation award affecting any portion of the Community Entry Facilities shall be handled in accordance with the provisions of the Cost Sharing Agreement.

Section 3. Board of Directors as Attorney-in-Fact. All Owners hereby appoint the Board as their special attorney-in-fact to handle the negotiations, settlements and agreements pertaining to any condemnation affecting only the Master Association Property.

### ARTICLE XIII

#### COVENANT AGAINST PARTITION

Section 1. Covenant Against Partition. By acceptance of his deed, each Owner shall be deemed to covenant for himself, and for his heirs, representatives, successors and assigns, that he will not institute legal proceedings to effect judicial partition of his interest in the Community, unless the Community: (a) has been in existence in excess of fifty (50) years, (b) is obsolete and uneconomical, and (c) the Owners of at least sixty-seven percent (67%) of all Lots or Condominiums in the Community and sixty-seven percent (67%) of the first Mortgagees (based upon one