

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of his interest in the Community, unless the Community: (a) has been in existence in excess of fifty (50) years, (b) is obsolete and uneconomical, and (c) the Owners of at least sixty-seven percent (67%) of all Lots or Condominiums in the Community and sixty-seven percent (67%) of the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

[1] vote for each Mortgage owned) consent to or join in such action for partition.

Section 2. Covenant Against Partition of a Condominium Project. The Owner of a Condominium in the Community may maintain a partition action for such Condominium Project from the overall Community as provided herein. The court shall order partition of the Condominium Project from the overall Community under this Article by sale of the Condominium Project, but only upon a showing of one (1) of the following:

(a) More than three (3) years before the filing of the action, the Condominium Project was damaged or destroyed so that a material number of the Condominiums were rendered unfit for their prior use, and the Condominium Project has not been rebuilt or repaired substantially to its state prior to the damage or destruction;

(b) Three-fourths (3/4) or more of the Condominiums in the Community were destroyed or substantially damaged, and at least sixty-seven percent (67%) of the voting power of the Master Association and sixty-seven percent (67%) of the first Mortgagees (based upon one [1] vote for each first Mortgage owned) oppose repair or restoration of the Condominium Project; or

(c) The Condominium Project has been in existence more than fifty (50) years, is obsolete and uneconomical, and the Owners of at least sixty-seven percent (67%) of the Condominiums and sixty-seven percent (67%) of the first Mortgagees (based upon [1] vote for each first Mortgage owned) oppose repair or restoration of the Condominium Project.

ARTICLE XIV

INSURANCE

Section 1. Required Insurance Coverage. The Master Association, acting by and through the Board, shall obtain and maintain at all times for the Master Association the insurance