

accordance with the provisions of the Article herein entitled "Mortgagee Protection."

Section 6. Damage by Owners. To the extent permitted by law, each Owner shall be liable to the Master Association for any damage to any of the Master Association Property and/or Maintenance Areas not fully reimbursed to the Master Association by insurance if the damage is sustained due to the negligence, willful misconduct, improper installation or maintenance of an Improvement by an Owner, the members of his family, his tenants, lessees and their respective guests or invitees. The Board shall have the right, after Notice and Hearing, as provided in the Bylaws, to levy a Damage Reimbursement Assessment for any damages so caused by or attributable to such Owner, including, without limitation, the costs of any increased insurance premiums resulting from such damage.

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.

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.

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 Delegates representing the Owners of at least sixty-seven percent (67%) of all Lots and 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: