

10.4 Party Walls. Each wall or fence which is placed on the property line between two (2) Lots (defined to exclude Common Property) shall constitute a party wall and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply. A party wall shall be considered to adjoin and abut against a property line dividing the Lots from the bottom of the foundation over the full length and height of any such wall. Those Owners who have a party wall which adjoins their Lots and effectively creates the boundary line between such Lots shall equally have the right to use such party wall, except that each shall have the exclusive right to the use of the interior surface of the party wall facing such Owner's Residence. Neither Owner shall drive nails, screws, bolts or other objects more than half way through any party wall, interfere with the adjacent Owner's use and enjoyment of the party wall, or impair, in any way, the structural integrity of the party wall. In the event that any portion of such party wall, except the interior surface of one (1) side, is damaged or destroyed from any cause, other than the act or negligence of either party, it shall be repaired or rebuilt at their joint expense.

10.5 Damage and Destruction Affecting a Residence. If all or any portion of any Lot or Residence is damaged or destroyed by fire or other casualty, the Owner of such Lot shall either (i) rebuild, repair or reconstruct the Lot and the Residence thereon in a manner which will restore them substantially to their appearance and condition immediately prior to the casualty or as otherwise approved by the ACC, or (ii) clear the Lot of all debris as soon as reasonably possible after the casualty and install landscaping on the Lot without rebuilding the Residence in a manner approved by the ACC. The Owner of any such damaged Lot or Residence and the ACC shall proceed with all due diligence, and the Owner shall cause reconstruction or landscaping to commence within six (6) months after the damage occurs. Completion of such construction or landscaping shall occur within twelve (12) months after such damage occurs, unless prevented by causes beyond such Owner's reasonable control.

ARTICLE 11

CONDEMNATION

11.1 Distribution of Awards - Common Property. A condemnation award affecting all or any portion of the Common Property shall be remitted to the general fund of the Association.

11.2 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 Common Property.

11.3 Notice to Owners and Mortgagees. The Board, immediately upon learning of any taking by eminent domain of any Common Area, or any threat thereof, shall promptly notify all Owners whose Lots are subject to assessment, and all holders of first mortgages on such Owner's Lots.