

5. Notwithstanding anything to the contrary contained in this Declaration, and for the benefit of the residence owners as a group, the Association may, but is not required to, do anything that a residence owner is required to do hereunder (including, without limitation, residence repair and window replacement):

- (a) in the discretion of the Manager, in the case of an emergency;
- (b) in the discretion of the Board of Directors, in the case of convenience for the Association; and
- (c) in the discretion of the Board of Directors, in the case that the residence owner fails to perform his duty.

Action by the Association under this subparagraph E.5 shall be at the cost and expense of the residence owner who will be assessed therefore by the Association.

IX. COMMON AREA AND LIMITED COMMON AREA FACILITIES.

A. Ownership and use of the common area and limited common areas shall be governed by the following provisions:

1. The ownership of the percentage of undivided interest of a residence owner in the common areas, limited common areas and facilities shall be deemed to be conveyed or encumbered or to otherwise pass with the residence whether or not expressly mentioned or described in a conveyance or other instrument describing the residence, and may not be separated from the residence.

2. The common areas, limited common areas and facilities shall remain undivided and no residence owner nor any other person shall bring any action for partition or division of the whole or any part of the common areas and facilities except as provided in the Act or otherwise specifically provided in this Declaration.

3. Subject to any specific limitations contained herein and any rules duly adopted by the Association, each residence owner and the Association may use the common areas, limited common areas (subject to terms herein) and facilities for the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of the other residence owners.

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