

of the damaged Units in proportion to their respective undivided interest in the Property, and against all Owners or to the Owners of the Units in the appropriate Building(s) in the case of damage to the General or Limited Common Elements, in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. In the event any such Owners shall refuse to pay their Special Assessments, then so long as those who refuse to pay shall constitute a minority of the total number of Owners affected by such damage, then the majority may proceed with the reconstruction at the expense of all such Owners, including the dissenting minority, and the Special Assessment hereinabove referred to shall be treated as a lien on the Unit of any Owner who refuses to pay. In such event, the majority may proceed following the passage of an appropriate resolution to that effect at a meeting of the Association called for such purpose.

(b) Any and all sums paid to the Association under and by virtue of those Special Assessments provided for above to defray the estimated excess cost of repair or reconstruction shall be deposited with the Trustee. The proceeds from insurance and Assessments, if any, received by the Board, when the damage or destruction is to be repaired or reconstructed, shall be disbursed as provided for in Section 3 of this Section XIII.

Section 6. Minor Repairs.

(a) Notwithstanding the foregoing provisions of this Section XIII, in the event of damage by fire or other casualty to either the General and Limited Common Elements covered by insurance written in the name of the Association and if the insurance proceeds initially offered or paid therefore are less than One Thousand Dollars (\$1,000.00) and the estimated cost of repairing such damage is less than twice the amount of such proceeds then the instrument by means of which such proceeds are paid shall be made payable to the Board or endorsed by the Trustee and delivered to the Board, and the damage shall be repaired in accordance with the following provisions.