

allocable to the occupancy of the property during such partner's Use Period or Periods, the cost to repair any damage to the property or to repair or replace any property contained therein on account of loss or damage occurring during his Use Period or Periods, and any expense to any of the other partners due to any intentional or negligent act or omission of such partner, his family, guests, invitees, tenants, or lessees, or resulting from his breach of any provisions of this agreement.

16. Waiver of Partition. No partner or other person or entity acquiring any right, title, or interest in the property shall seek or obtain through any legal procedures a judicial partition of the property or sale of the property in lieu of partition at any date prior to the expiration of 30 years after the date of this agreement.

17. Damage or Destruction. In the event of any damage or destruction to the property or the common furnishings, except as otherwise provided in this agreement, the manager shall forthwith cause such damage to be repaired and shall so apply any available insurance proceeds. If the damage is not covered by insurance, or if the available insurance proceeds are insufficient, the manager shall assess, and the partners shall pay, the cost thereof or deficiency in proportion to their undivided ownership interests in the property, unless the damage was caused by the intentional or negligent act or omission of any partner, his family, guests, invitees, or lessees, in which event the cost of repair or deficiency shall be paid by such partner.

18. Enforcement of Restrictions. In the event that any partner should fail to comply with any of the provisions of this Declaration, the manager or any other partner or partners may bring an action for damages, to enjoin the violation, to enforce specifically the provisions of this agreement, or to enforce any statutory or contractual lien or lien provided herein, including foreclosure of any such lien. The prevailing party shall be entitled to costs and reasonable attorneys' fees.

19. Lien on Interests. Each partner shall have a lien, in the nature of a Deed of Trust with private power of sale, on the interest

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