

Section 12.3. Extraordinary Action. Notwithstanding any powers granted the Association herein to the contrary, unless all the Eligible Mortgage Holders have given their prior written approval, the Association shall not:

(a) By act or omission, voluntarily seek to abandon or terminate the Regime;

(b) Except as provided in Articles VI and XIII, change the Percentage Interest or obligations of any Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Unit in the Common Area and Limited Common Area;

(c) Partition or subdivide any Unit;

(d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area. [The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Board of Directors shall not be deemed a transfer within the meaning of this Paragraph (d)]; or

(e) Use hazard insurance proceeds for any casualty losses (whether to Units or to the Common Area or Limited Common Area) for purposes other than the repair, replacement or reconstruction of such property until the damage or loss has been fully corrected.

Section 12.4. Failure to Provide Negative Response. For the purposes of Section 12.2 hereinabove, an Eligible Mortgage Holder who receives a written request to approve action of the Owners in accordance with Section 12.2 shall be deemed to have consented to such action unless the Eligible Mortgage Holder provides a negative written response to the Association within thirty (30) days of the date of receipt by the Eligible Mortgage Holder of the written request.

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