

revive. The determination as to whether Residences partially taken are capable of being so restored shall be made by the Board, and this decision shall be final and binding on all Owners and Mortgagees.

Section 12.7. Personal Property and Relocation Allowances: Where all or part of the Property is taken, each Owner shall have the exclusive right to claim all of the award made for his personal property, and any relocation, moving expense, or other allowance of a similar nature designed to facilitate relocation. Notwithstanding the foregoing provisions, the Board shall represent each Owner in an action to recover all awards with respect to such portion, if any, of Owners' personal property which is taken with all or part of the Property as is at the time of any taking, as a matter of law, part of the real estate comprising the Condominium, and shall allocate to such Owner so much of any awards as is attributable in the taking proceedings, or failing such attribution, attributable by the Board to such portion of Owners' personal property.

Section 12.8. Change of Condominium Interest: In the event of a taking, and notwithstanding the Article entitled "Amendment Provisions" of this Declaration, in the event it is necessary to record an amendment to a Condominium Plan, such instrument must be executed by all persons or entities whose signatures would be required to record that Condominium Plan pursuant to Section 1351(e) of the California Civil Code or any similar statute then in effect and such other documents as required to make such amendment effective.

Section 12.9. Requirements of Federal Agencies: In addition to the requirements of this Article, the Board and the Owners must also comply with the requirements of the Article entitled "Mortgagee Protection" of this Declaration in the event of any taking.

### ARTICLE 13

#### LIMITATIONS UPON THE RIGHT TO PARTITION AND SEVERANCE

Section 13.1. No Partition: The right of partition is hereby suspended, except that the right to partition shall revive and a Condominium Project may be sold as a whole when the conditions for such action set forth in the Articles of this Declaration entitled "Destruction of Improvements" and "Eminent Domain" have been met; provided, however, notwithstanding the foregoing, any Owner may bring an action for partition by sale of the Condominium Project in which his Condominium is located as provided in Section 1359 of the California Civil Code upon the occurrence of any of the events therein provided. Provided, further, that if any Condominium shall be owned by two (2) or more co-ten-

ants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants.

Section 13.2. No Severance: The elements of a Condominium and other rights appurtenant to the ownership of a Condominium are inseparable and each Owner agrees that he shall not, while this Declaration or any similar declaration is in effect, make any conveyance of less than the entire Condominium and such appurtenances. Any deed, Mortgage or other conveyance that purports to convey less than all of the interests in a Condominium shall be deemed to transfer and convey the entire Condominium, including the omitted interests even though such omitted interests were not expressly mentioned in such conveyance document. The provisions of this Section shall terminate on the date that judicial partition shall be decreed.

Section 13.3. Proceeds of Partition Sale:

(a) Whenever an action is brought for the partition by sale of a Condominium Project, whether upon the occurrence of any of the events provided in Section 1359 of the California Civil Code or upon the revival of the right to partition pursuant to the Articles of this Declaration entitled "Destruction of Improvements" or "Eminent Domain," the Owners of Condominiums in such Condominium Project shall share in the proceeds of such sale in the same proportion as their interest in such Condominium Project. As used in the foregoing sentence, such interest of each Owner shall be determined by comparing an independent appraisal of an Owner's Condominium conducted by an M.A.I. appraiser selected by the Board to the total of such appraised valuation for all Condominiums in such Condominium Project.

(b) The distribution of the proceeds of any such partition sale shall be adjusted as necessary to reflect any prior distribution of insurance proceeds or condemnation award as may have been made to Owners and their Mortgagees pursuant to the Articles of this Declaration entitled "Destruction of Improvements" and "Eminent Domain." In the event of any such partition and sale, the liens and provisions of all Mortgages or Assessment liens encumbering Condominiums within the Condominium Project or Projects so encumbered shall extend to each applicable Owner's interest in the proceeds of such partition and sale. The interest of an Owner in such proceeds shall not be distributed to such Owner except upon the prior payment of any Mortgage or Assessment lien encumbering such proceeds as aforesaid.