

This Master Deed and Regime may only be otherwise terminated by the unanimous consent of all of the co-owners of all Units and all of the parties holding mortgages, liens or other encumbrances against any of said Units, in which event, the termination of Jo Ann Condominiums, S. C. Horizontal Property Regime, shall be by such plan as may be then adopted by said co-owners and parties holding any mortgages, liens or other encumbrances. Such election to terminate this Master Deed and Regime established herein shall be executed in writing by all of the aforesaid parties, and such instrument or instruments shall be recorded in the RMC Office for Greenville County, S. C.

36. Validity. If any provision of the Horizontal Property Act of the State of South Carolina or section, sentence, clause, phrase or word of the application hereof in any circumstance of said statute or of this Declaration, or the annexed By-Laws of the Association, is held invalid, the validity of the remainder of said statute or instrument and/or of the application of any such provision, section, sentence, clause, phrase or word in other circumstances of said statute or of this Declaration or of the annexed By-Laws of the Association shall not be affected thereby.

37. Professional Management. The Association shall be required to employ a professional manager for the condominium project unless this requirement shall have been waived in writing by all holders of first mortgages covering individual Units.

38. Condemnation.

A) Partial Taking without Direct Effect on Units. If part of the property shall be taken or condemned by any authority having the power of eminent domain, such that no Unit nor any part thereof is taken, and no part of a Limited Common Area to which a Unit has exclusive use is taken, then all compensation and damages for and on account of the taking of the Common Areas, exclusive of compensation for consequential damages to certain affected Units, shall be payable to the Board of Directors as Trustee for all Unit owners and mortgagees according to the loss or damages to their respective interests in such Common Areas. The Association, acting through its Board of Directors, shall have the right to act on behalf of the Unit owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common Areas, without limitation on the right of the Unit owners, or any mortgagees of any one or more Units, to represent their own interest. Such proceeds shall, subject to the prior rights of such mortgagees, be used in accordance with the provisions of the Master Deed. Nothing herein is to prevent Unit owners whose Units are specifically affected by the taking or condemnation proceedings from joining in such proceeding and petitioning on their own behalf for the consequential damages relating to loss of value of the affected Units, or personal improvements therein, exclusive of damages relating to Common Areas. In the event that the condemnation award does not allocate consequential damages to

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