

C. Unless all holders of first mortgages on individual residences have given their prior written approval, the Association, Board of Directors and Manager, as the case may be, shall not:

1. fail to employ a professional manager for the condominium, except, however, Declarant may act as Manager until control of the Association is turned over to the owners,
2. change the pro rata interest or obligation of any residence for purposes of levying assessments and charges and determining shares of the common elements and limited common elements and proceeds of the project,
3. partition or subdivide any residence or the common elements or limited common elements of the condominium, except as may occur by operation of law, nor
4. by act of omission seek to abandon the condominium status of the condominium except as provided by statute in the case of failure to repair, reconstruct or rebuild the residences and common elements and limited common elements of the condominium project following damage or destruction to all or part of the condominium property,
5. use hazard insurance proceeds for losses to any condominium property (whether to residences or to common elements or limited common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the residences and/or common elements of the project.

D. In the event any mortgage is owned by the Federal Home Loan Mortgage Corporation (FHLMC), the Association agrees to give FHLMC notice in writing of any loss to, or taking of, the common elements or limited common elements of the Condominium if such loss or taking exceeds \$10,000.00.

E. The prior written approval of each institutional holder of a first mortgage lien on units in the Condominium will be required for at least the following:

- (a) The abandonment or termination of the Condominium, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (b) Any material amendment to the Declaration or the By-laws of the Association, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium;
- (c) The effectuation of any decision by the Association to terminate professional management and assume self-management of the Condominium.

F. Any lien which the Association may have on any unit in the Condominium for the payment of common expense assessments attributable to such unit will be subordinate to the lien or equivalent security interest of any first mortgage on the unit recorded prior to the date any such common expense assessments become due.