

(2) The sale of the Property;

(3) The removal of a portion of the Property from the provisions of the Act and this Declaration;

(4) The effectuation of a decision by the Association to terminate professional management and assume self-management of the condominium;

(5) The abandonment or termination of the condominium;

(6) The partition or subdivision of a Unit;

(7) The abandonment, partition, subdivision, encumbrance, sale, transfer of or changes in the rights to use, the Common Elements or the responsibility to maintain the Common Elements; except for the granting of easements for public utilities or for other public purposes consistent with the intended use of the Property; or

(8) The use of hazard insurance proceeds for losses to the Property (whether to Units or to the Common Elements) for other than the repair, replacement, or reconstruction of such Units or Common Elements;

provided, that, such consent of First Mortgagees will not be required with respect to any action under (1) through (8) above which occurs as a result of (i) substantial damage due to fire or other casualty; (ii) a taking of a portion or all of the Property by condemnation or eminent domain; or (iii) changes in the percentages of ownership in the Common Elements as permitted under Article XX.

(b) Whenever required, the consent of the First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary by the First Mortgagee in writing within thirty (30) days after making the request for consent."

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