

in the manner, and subject to the terms, provisions and conditions hereof imposing certain limitations and restrictions upon the use and distribution of said common surplus. Except for distribution of any insurance indemnity herein provided, or termination of McPherson Park Horizontal Property Regime, any distribution of common surplus which may be made from time to time shall be made to the then co-owners of Units in accordance with their percentage interest in common surplus as declared herein.

XXVI.

TERMINATION

Notwithstanding anything to the contrary contained in Article XX hereof, in the event of fire or other casualty or disaster, which shall totally demolish the McPherson Park Horizontal Property Regime, or which shall so destroy said McPherson Park Horizontal Property Regime as to require more than two-thirds of the total unit space in the property as determined by the Board of Directors of the Association, to be reconstructed and if insurance proceeds are sufficient, then this Master Deed established herein shall terminate upon vote of three-fourths or more of the owners of all Units. If insurance proceeds are insufficient, then this Regime shall terminate upon the vote of a majority of Unit owners. The above provisions do not apply if any policy or policies of casualty insurance which may cover the damage or destruction of said building requires the reconstruction thereof as a condition precedent to the payment of insurance proceeds under such policy or policies and notwithstanding the fact that the owners of all Units agree not to reconstruct said building. If such policy or policies of casualty insurance require the same to be reconstructed, this Master Deed

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