

as hereinafter provided for unless such damage renders two-thirds or more of the Units untenable, and Unit Owners, who, in the aggregate own 80% or more of the Units, vote against such reconstruction or repair at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date, the insurance loss has not been finally adjusted, then within thirty (30) days after such final adjustment.

20.7.1 Any such reconstruction or repair shall be substantially in accordance with the Plans and Specifications to be prepared by an architect selected by the Association.

20.7.2 Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the Plans and Specifications or as the Building was originally constructed. Such encroachment shall be allowed to continue in existence for so long as the Building stands.

20.7.3 The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

20.8 If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association. All such repair and/or reconstruction shall be accomplished pursuant to Plans and Specifications to be submitted to and approved by the Association, which Plans and Specifications shall be substantially the same as the original Plans and Specifications for such Unit.

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