

XXVI.

COMMON SURPLUS

"COMMON SURPLUS", meaning all funds and other assets of the Association (including excess of receipts of Association, including but not limited to assessments, rents, profits and revenues from whatever source whatsoever, over amount of the common expense), shall be owned by the owners of all Units in the same proportion that the undivided interest in General Common Elements and Limited Common Elements appurtenant to each co-owner's Unit bears to the total of all undivided interests in General Common Elements and Limited Common Elements appurtenant to all Units; provided, however, that said common surplus shall be held by the Association 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 Bridgeview 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.

XXVII.

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 Bridgeview Horizontal Property Regime, or which shall so destroy said Bridgeview Horizontal Property Regime as to require more than two-thirds (2/3rds) of the total unit space in the property as determined by the Board of Directors of Association, to be reconstructed and if insurance proceeds are sufficient, then this Master Deed established herein shall terminate upon vote of three-fourths (3/4ths) 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

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