

B. TERMINATION. Notwithstanding anything to the contrary contained in Article XIII A hereof, if:

1. there is "Very Substantial Damage" to the Commonly Insured Real Property, which for purposes of this Article XIII shall mean damage or loss whereby two-thirds (2/3) of the total Units of the Condominium are rendered untenable; and

2. Unit Owners entitled to cast seventy-five percent (75%) of the votes of all Unit Owners duly resolve, within sixty (60) days after receipt of at least three (3) contractors' bids and the final insurance adjustment, not to proceed with repair or restoration;

then, and in those events only, the salvage value of the entire Condominium Property shall be subject to partition at the suit of any Unit Owner, in which event the net proceeds of sale of the entire Condominium Property, together with the net proceeds of insurance policies held by the Board of Directors or the Insurance Trustee, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their respective undivided shares in the Common Elements, after discharging out of the respective share of each Unit Owner, to the extent sufficient for the purpose, all approved mortgages against the Unit of such Unit Owner.

XIV

USE AND OCCUPANCY RESTRICTIONS

A. Each Unit shall be used only as a single family residence, except that Developer shall have the right to use any Unit owned by Developer for offices, sales offices and samples. No separate part of a Unit may be rented and no short term tenants (i.e. tenants for less than three (3) months) may be accommodated therein. Any tenants occupying a Unit in accordance with the foregoing provisions of this Article XIV A shall be entitled to use the Common Elements (including, without limitation, the swimming pool) on the same terms and conditions as the Unit Owners.

B. No pets except one (1) dog which when fully grown weighs no more than thirty-five (35) pounds, two (2) cats, fish capable of being kept in indoor aquariums and domesticated birds may be kept in any Unit. If any dog, cats, fish and/or birds become annoying to other Unit Owners by barking or otherwise, the Unit Owner in whose Unit the animal is kept shall immediately cause the problem to be corrected, and if the problem is not corrected after written notice from the Condominium Association, the Unit Owner shall no longer be permitted to keep the animal in his Unit and may be required, at the Condominium Association's discretion, to take such other steps as the Condominium Association shall direct. No pets shall be permitted upon any portion of the Common Elements at any time except under leash. Pets shall be "curbed" only in those portions of the Common Elements specifically designated by the Condominium Association and the Property Owners Association for such purposes.

C. In all Harbor Home IA Units and Harbor Home IB Units, all rooms and hallways other than kitchens and bathrooms shall