- (A) The units shall be used for single family residences only and may not be subdivided.
- (B) No unit shall be used for any other purpose than as a private dwelling for the owner and his immediate family or by a person and such person's immediate family to whom the owner shall have leased his unit.
- (C) No nuisance shall be allowed on the property nor shall any practice be allowed which is a source of annoyance to residents.
- (D) No unit owner shall permit or suffer anything to be done or kept in his apartment which will increase the rate of insurance on the building.

## (15) <u>Casualty Losses</u>:

- event of a casualty loss whereby 2/3 or more of the total space of Lots 5-A and 5-B is rendered untenable, then both owners, and their Mortgagees, may elect to make a mutually suitable restoration of the premises. If only one owner elects to restore, the owner of the other lot, or his assignees, shall be subject to the "contribution" provisions set forth in Paragraph 11(C) if the first reconstructed building is later used for a "party wall."
- (B) "Substantial Damages" to one unit. In the event of a casualty loss primarily limited to one unit (Lot 5-A or 5-B) which renders 2/3 of such unit untenable, such owner may elect not to restore but shall