

no part of said land or any improvements now or hereafter erected thereon shall be used for any of the aforesaid purposes set forth in this sub-paragraph (d) without the written consent and approval of Windemere Corporation being first had and obtained.

2. No building, fence, wall or other structure shall be commenced, erected, placed or altered in structure or color on any lot until the plans and specifications, including color scheme and a grading plan showing the location of the structure, have been approved in writing by Windemere Corporation. Windemere Corporation shall have the right to refuse to approve any such plans or specifications or grading and location plan which are not suitable or desirable, in its opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading and location plan, it shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure or the roadway, as planned, on the outlook from the adjacent or neighboring property. In no event shall a fence, either temporary or permanent, be erected, placed, altered or maintained on any lot between the front lot line and the front setback line as provided hereinafter in paragraph 3. Fences shall not be erected without prior approval in writing by Windemere Corporation.

3. No building shall be located on any lot nearer than fifty feet to the front lot line or nearer than fifty feet to the side street line. No building shall be located nearer than fifteen feet to an interior lot line. No dwelling shall be located on any interior lot nearer than forty feet to the rear lot line. For the purposes of this covenant, eaves, steps, chimneys and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Windemere Corporation herein expressly reserves in its absolute discretion at any time to change or modify the restrictions in this paragraph 3 as to any part of said tract then owned by Windemere Corporation, and, with consent of the then owner, as to any other land included in said tract.

4. No residential structure shall be erected on any building plot the area of which said plot is less than twenty-five thousand (25,000) square feet.