

Exhibit E

RESTRICTIVE COVENANTS ATTACHED TO AND
 MADE A PART OF A WARRANTY DEED FROM
 ALLIANCE HAYWOOD ASSOCIATES TO ORCHARD PARK ASSOCIATES
 DATED THE 28th DAY OF SEPTEMBER, 1982

The real property conveyed in the annexed Deed is sold and conveyed subject to the following covenants and restrictions, which are hereby agreed to and declared to be and constitute covenants running with the land, binding upon the Grantee, its successors and assigns for a term of five (5) years from the date of this Deed, to wit:

1. In no event shall any grading, development or construction of any kind or nature whatsoever be commenced on said property until a preliminary set of plans for all buildings and other structures proposed to be constructed on said property have been submitted to and have been approved in writing by Grantor. Such plans shall include:

- (a) A site plan showing the location of all buildings or other structures and the location of parking areas and driveways.
- (b) Details for utility service, landscaping, signage and screening of dumpsters.
- (c) Front, side and rear elevation drawings for all buildings or other structures.
- (d) Exterior finish materials for all buildings.

Grantor shall have the right to refuse to approve any such plans, or any specific aspects thereof, to the extent that they are deemed not suitable, desirable or appropriate by Grantor for aesthetic reasons or reasons that would adversely affect the market value of Grantor's property in the immediate area.

In the event of the disapproval of any such plans, or any portions thereof, Grantor shall give written notice to Grantee of the reasons for such disapproval within thirty (30) days after such plans have been submitted to Grantor. In the event Grantor has failed affirmatively to approve or disapprove said plans within thirty (30) days after such submission, such plans shall be deemed to be approved.

All buildings, structures or other improvements erected upon said property shall be constructed substantially in accordance with the preliminary plans so approved by Grantor. Any material changes to any element of the aforesaid plans must be approved by Grantor in accordance with the procedure set forth above. The foregoing covenants and restrictions shall likewise be applicable to any additional construction on said property and to any alterations or changes to any then existing buildings, structures and improvements on said property.

2. Violation or breach of any restriction herein contained shall give to Grantor the right to enter the premises upon or as to which said violation or breach exists and to summarily abate and remove at the expense of

Frank
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