

r) In the event of a violation or breach of any of these restrictions by any property owner, or agent of such owner, Whippoorwill Development Company, Inc., its successors and assigns, the owners of lots in the neighborhood or subdivision or any of them jointly or severally, shall have the right to proceed at law or equity to compel a compliance to the terms hereof or to prevent the violating or breach in any event.

In addition to the foregoing, Whippoorwill Development Company, Inc., its successors and assigns, shall have the right, whenever there shall have been built on any lot in the subdivision, any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any, right, reservation, restriction, or condition contained in this deed, however long continued, shall not bar or affect its enforcement. The invalidation by any Court of any restrictions in this deed contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

- s) That in the event Whippoorwill Development Company, Inc. elects to exercise its rights under sub-paragraph 1, of paragraph 4, above, to purchase the property offered for sale by the owner and determines that said sale price is in excess of the fair market value, Whippoorwill Development Company, Inc. shall have the right to have the fair market value of said property determined by three qualified appraisers, one to be selected by it, one by the property owner and the third by the appointed appraisers, with the cost of said appraisal being paid for by Whippoorwill Development Company, Inc.
- t) That with respect to any dwelling or structure erected on any lot, no outside radio or television antenna shall be placed on top of its roof or erected to extend above roof-level, except as authorized by Whippoorwill Development Company, Inc.
- u) Whippoorwill Development Company, Inc. may include in any contract or deed hereafter additional covenants and restrictions that are not inconsistent with and which does not lower the standards of the covenants and restrictions set forth herein.
- v) The covenants and restrictions hereinabove expressed or any covenants and restrictions hereinafter promulgated in accordance with Paragraph U above, shall be for the specific benefit of Whippoorwill Development Company, Inc., which reserves the right to change or alter at its discretion.
- w) That Whippoorwill Development Company, Inc., does hereby acknowledge the By-Laws of the Whippoorwill Country Club, a subsidiary, and developed on part of the property owned by Whippoorwill Development Company, Inc., and agrees that Whippoorwill Country Club will be operated in conformance with the rules and regulations as contained herein.

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