

including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alterations in the exterior appearance of any dwelling unit, building, fence or other structure shall be made without like approval by the Company. One copy of all plans and related data shall be furnished to Company for its records.

Section 2. No plans will be approved unless the proposed dwelling unit has a minimum of 1,400 square feet of enclosed dwelling area. The term "enclosed dwelling area" as used in these minimum size requirements shall mean the total enclosed heated area within a dwelling unit; provided, however, that such term does not include garages, boat sheds, terraces, decks, open decks, open or screened porches attached to the dwelling unit.

Section 3. Because of the characteristics of townhouse architecture, no building set back lines are established by these covenants. Dwelling units to be constructed on contiguous lots may, with the permission of the Company, have common party walls. The Company, however, reserves to itself, its successors or assigns, the right absolutely to control and solely to decide the precise location of any dwelling unit, provided, however, that such location shall be determined only after reasonable opportunity is afforded to the lot owner to recommend a specific site, provided further, that in the event the Company agrees on a location which is stipulated in writing in the contract to purchase, the Company shall automatically approve such location for a dwelling unit. Notwithstanding the approval of the location of a Dwelling Unit by the Company, no Dwelling Unit shall project or extend over or beyond the boundary lines of any lot. There is reserved to the Company, its agents, successors or assigns, a "Common Properties Air Rights Easement" over Common Properties immediately adjacent to any Lot subject to these Covenants. This reserved easement, shall permit the Company, its agents, successors or assigns, at its election to grant such easement as may be necessary to allow limited construction overhang of a Dwelling Unit over said Common Properties. This Common Properties Air Rights Easement Area shall be limited to the portion of the Common Properties within ten (10) feet of the boundary of any Lot adjacent to the Common Properties.

Section 4. The exterior of all dwelling units and other structures must be completed within one year after the construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

Section 5. All lots shall be used for residential purposes exclusively. No structure or lot shall be used for any commercial activity of any type, specifically including, but not limited to, "garage sales" or sales of any type conducted on the Properties or Common Properties. No structure except