

"Setbacks, Location and Size, Improvements, and Lots", if in the opinion of the Committee the same shall be necessary to prevent undue hardship because of topography, the shape of any platted lot or the setback lines as shown on the recorded Plat, and if in the opinion of the Committee such violation will cause no substantial injury to any other lot owner. In no event may the Committee approve or ratify a violation of the front setback line of more than 5 feet or of the main building side line restriction of more than 3 feet or of the restrictions as to the building size imposed by Section III hereof by more than 15 square feet. The approval of ratification by the Committee in accordance with this paragraph shall be binding on all persons.

V.

MISCELLANEOUS

5.1 No signs shall be permitted on any residential lots except that a single sign offering property for sale or for rent may be placed on any such lot provided such sign is not more than 24 inches wide by 20 inches high.

5.2 Nothing herein contained shall be construed to prevent Pelham Road Associates, its successors and assigns, as Developer, from maintaining temporary offices or a temporary storage building or storage area on any lot while the subdivision is in the process of being developed.

5.3 In the event construction of any dwelling is commenced on any lot in this subdivision and work is abandoned for a period of thirty (30) days or longer, within just cause shown, or should any dwelling remain unfinished for a period of nine (9) months from the date construction began, without just cause shown, then and in either event the Architectural Committee shall have (1) the authority to complete the structure at the expense of the owner and shall have a lien against the land and all improvements to the extent of any monies expended for said completion by said lien shall at all times be subordinate to the lien of any prior recorded mortgage or mechanic's lies (but the Committee shall have the right to contest the validity and amount of such liens) or (2) the authority to remove the improvements from the property and the expense of said removal shall constitute a lien against the property which lien shall be subordinate to the lien of any prior recorded mortgage or mechanic's lien. Said liens shall be foreclosed in the same manner as the foreclosure of a real estate mortgage. No action shall be taken under this paragraph without giving written notice to the owner with a copy of said notice to any mortgagee or other lien holder of the proposed action to be taken and to give ten (10) days in which to allow owner to show cause, if any he can, why the Architectural Committee should not take action under this paragraph.

5.4 No vehicle shall remain abandoned on any property (including any of the