

a violation of the front setback line of more than 6 feet or of the main building side line restriction of more than 4 feet or of the restrictions as to building size imposed by Section III hereof by more than 40 square feet. The approval or ratification by the Committee in accordance with this paragraph shall be binding on all persons.

V.

RECREATIONAL AREA

5.1 All numbered lots on the recorded Plat shall be eligible for membership in Brookfield Recreation Association, Inc. Membership shall be appurtenant to and may not be separated from ownership of any lot. Such membership shall be contingent upon the timely payment of all dues which are set by the Board of Directors of said Association.

5.2 Membership in the Association shall entitle lot owners to the use of all recreational facilities of the "Brookfield Rec Area." The use of said area shall be subject to any restrictive covenants, charter and by-laws of the Association and rules and regulations promulgated from time to time by the Board of Directors of the Association.

VI.

ADDITIONAL PHASES

6.1 The undersigned owner/developer intends to subdivide and develop additional phases of Pelham Oaks Subdivision. All additional phases shall be contiguous to the property herein described or to other phases of Pelham Oaks Subdivision. Additional phases shall be made subject to restrictive covenants similar to those contained herein. However, Developer reserves the right to vary some covenants such as minimum floor space requirements and size of lots, as market conditions and experience may dictate.

6.2 All lot owners in additional phases of Pelham Oaks Subdivision shall automatically be eligible for membership in the Brookfield Recreation Association, Inc., and upon payment of dues shall have all responsibilities and enjoy all privileges of membership including the right to use the recreational facilities. All members of the Association shall