

SCHEDULE OF RESTRICTIVE COVENANTS

1. Each lot in the said Stella Maris Subdivision (with the exception of lots designated as Commercial Lots as well as Apartment Sites and Hotel Sites) shall be used for residential purposes only and no structure erected thereon shall exceed two storeys in height and have a foundation of less than 900 square feet.

2. One single unit-dwelling or structure may be erected on any lot in the Subdivision provided that in the event of a lot being subdivided each subdivided lot shall have an area of at least Thirteen Thousand Five Hundred (13,500) square feet or a frontage of Seventy-five feet or more measured perpendicular to side lot lines. No Lot in the said Stella Maris Subdivision shall be subdivided except with the written consent of the Vendor.

Anything to the contrary notwithstanding the Vendor will permit the Purchaser to erect one Duplex Apartment building comprising no more than four (4) units on any one lot of land containing a minimum of Fifteen Thousand (15,000) square feet.

3. No building shall be located on any lot nearer than Thirty (30) feet to the front lot line nor nearer than Twenty (20) feet to any side line other than an adjoining lot line nor nearer than Ten (10) feet to an interior lot line except in the case of an owner of two or more adjoining lots who may build on his her their or its own dividing line.

For the purpose of this covenant eaves and steps shall not but porches shall be considered as part of the building.

4. No temporary building of any kind shall be built on any lot of land in the said Subdivision except sheds or work-shops to be used for the works incidental to the erection of any permanent building thereon and removed upon completion.

5. In order to assist Purchasers every building plan before execution shall be approved without cost to the Purchaser by the Vendor's architect or engineer in order to secure harmonious blending with the scenic beauty of the Estate. No building work shall be commenced before approval of plans has been given in writing.

6. Fences or walls may be maintained along the front rear and side lines of the premises provided such fences or walls do not (except with the written consent of the Vendor) exceed Four (4) feet in height, and do not interfere with any utility easement.

7. No sign billboard boarding or other advertising device of any kind shall be erected or displayed on any lot of land in the said Subdivision except name-plates of the respective owners or the name of the house.

8. No lot shall be used or maintained as a dumping ground for rubbish. Trash garbage or other waste shall not be kept except in sanitary containers screened from view by a protective screening of trees shrubbery plants vines or other permanent structure as may be approved by the Vendor. No garbage or trash or rubbish shall be burned on any lot.

9. No clothes line in front of any house or any carport shall be permitted.

10. Nothing shall be done on any lot of land in the said Subdivision which may be or become an annoyance or nuisance to the owners of adjoining lots of land in the said Subdivision.

11. No unlawful or objectionable use shall be made of any lot of land in the said Subdivision.

12. Easements and rights-of-way are hereby expressly reserved for the creation, construction and maintenance of any future utilities such as water, telephone, telegraph electricity, sewers, storm drains, public, quasi public utility or function deemed necessary and/or expedient by the Vendor for the public health and welfare. Such easements and rights-of-way shall be confined to the rear five (5) feet of each lot and the five (5) along the side of every lot and along every street of the Subdivision.

13. No swine cattle or poultry shall be kept raised or maintained on any part of the said lots.

14. The owner upon erecting a building on any lot in the said Subdivision shall forthwith construct a cistern or rain-water tank in accordance with lawful requirements and as prescribed by the Vendor's architect and/or engineers. No water well shall be dug or drilled on any lot in the said Subdivision without the previous written permission of the Vendor such permission not to be unreasonably withheld.

15. No business or trade may be carried on within the said Subdivision without the consent in writing of the Vendor and the Vendor reserves the right to cancel such permission at any time for reasonable cause shown.

16. Until assumed by the local government authority each owner of a lot in the said Subdivision shall be responsible for the upkeep of any adjacent road or roads up to the centre line of such road or roads.