

Adams Castle Estate RESTRICTIVE COVENANTS

The covenants subject to which the Lot will be sold are listed hereunder:

1. **Subdivision of Lot**

The Lot shall not be subdivided nor shall the boundary lines thereof be changed.

2. **Buildings**

Not at any time to erect or cause or permit to be erected on the said Lot or any part thereof, any buildings or erections of whatever nature (hereinafter referred to as the "Buildings") other than those of freehold construction being substantially of stone or masonry construction and restricted to one private dwellinghouse and appurtenant structures (i.e., garage(s), maids quarters, guest house(s) or pool house(s)) – provided such appurtenant structure(s) may not be designed or used as a separate residence(s). The structures in total shall have a building footprint of not greater than sixty percent (60%) of the size of the Lot and having a height of not more than two (2) stories and not exceeding twenty-eight (28) feet above the midpoint of the existing ground level of the said Lot where the Buildings are constructed. Square footage shall include all areas covered by roofs, including appurtenant structure(s).

(i) **Building Plans**

(a) No buildings (and all alterations and additions thereto), including garages, maids' quarters or other outbuildings, boundary walls, gates and fences shall be constructed or made except than in accordance with detailed plans and specifications prepared and certified by a qualified architect and approved by Chief Town Planner before any construction is commenced ("the Approved Buildings").

(b) The height of the fences for the Lot shall be standard and in accordance with the Maximum Height Prescribed by the Town and Country Planning Department for fencing erected on the road reserve and shall not be made of corrugated Galvanized Metal.

(c) The roof shall be clad with either clay tiles, wooden or asphalt shingles or with profile metal sheeting or other similar material but shall not in any even be clad with galvanized metal sheeting.

(ii) The building works for the construction of the Buildings on the Lot, once commenced, shall be completed no later than fourteen (14) months from the date such building works are commenced, which building works shall include the painting of the exterior of the Buildings

3. **Road Reserves**

(i) Not to obstruct any verge forming part of any road reserve in any manner by planting of shrubs or trees thereon or otherwise howsoever, except pursuant to landscaping plans approved by the Association; it being understood that the maintenance and landscaping of the

verge area between the Lot and the adjacent road shall be the responsibility of the owner of the Lot.

(ii) Not to permit or allow the area of any road reserve (including the carriageway thereof) which is adjacent to the Lot to deteriorate or fall into a state of disrepair.

4. Carrying on Business

Not at any time to use or permit the Lot or any part thereof or any Buildings thereon to be used for the carrying on of any trade or business whatsoever (but the rental of the Buildings on the Lot shall not be deemed to be carrying on of any trade or business).

5. Vehicles on Lot

No more than three (3) private vehicles (which shall mean and include automobiles, SUV's or passenger type vans, jeeps and pick-ups having a capacity of no more than two (2) tons) and no commercial vehicles of any kind shall be permitted to be parked or stored on the Lot and no vehicles shall be repaired or restored on the Lot.

6. Pets and Animals

No animals, wildlife, livestock, reptiles or poultry of any kind shall be raised, bred or kept on the Lot or any part thereof, except that a maximum of two (2) dogs and two (2) cats may be permitted thereon and provided only that the keeping of such dogs and cats does not create a nuisance to other residents of the Adams Castle Estate and provided further that they are not under any circumstances allowed or permitted to wander unleashed throughout the Adams Castle Estate.

7. Hazardous Materials

Not to use, store, keep or accumulate upon the Lot or any part thereof (except in domestic quantities only) any substance or thing which may be of a hazardous, dangerous or harmful nature, including, but not limited to, gasoline and other petroleum products, rubbish, trash, garbage or other waste material.

8. External Appearance, Tidiness and Sanitation

(i) Not to use store, keep or accumulate upon the Lot or any part thereof any property substance or material which will cause same to appear unclean, unsanitary or untidy.

(ii) Not to use, store, keep or accumulate upon the Lot any lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap refuse or trash, except within an enclosed structure erected for such purpose appropriately screened from view from the public road or any private roadway in the Adams Castle Estate.

(iii) Not to use, store, keep or accumulate upon the Lot or any part thereof any property, substance or material which will cause or emit any foul or obnoxious odour so as to disturb the peace, quiet, safety, comfort, enjoyment or serenity or any owner or occupier of any lot in the Adams Castle Estate.

(iv) Not to permit the burning of any wood, trash, leaves, rubbish, garbage or other household refuse on the Lot or any part thereof.

(v) Not to permit any clothing or household fabrics to be hung, dried or aired on the Lot or any part thereof where same may be visible from the public road or any private roadway in the Adams Castle Estate

(vi) Not to permit the Lot or any part thereof to become overgrown and same must be maintained to the satisfaction of the Home Owners Association of the Adams Castle Estate (the "Association"). Should the Lot at any time become overgrown or not so maintained the Association shall be at liberty to carry out such landscaping or maintenance to the Lot as it may consider necessary or desirable and recover the costs thereof from the owner of the Lot.

9. Noise and Lighting

Not to permit or allow any excessive noise or lighting to emanate from the Lot or any part thereof so as to disturb the quiet and peaceful enjoyment of any owner or occupier of any lot in the Adams Castle Estate.

10. Exterior Aerials and Antennas

No exterior antennas, aerials, masts, satellite dishes (in excess of three (3) feet in diameter), or other apparatus for the receipt or transmission of television, radio or other signals of any kind shall be placed, allowed or maintained upon the exterior of any Buildings on the Lot or any part thereof, neither shall any radio station or short-wave operations of any kind be operated from the Lot in each case unless the prior approval of the Association is first obtained.

11. Timeshare

The Lot or any part thereof shall not be made subject to any type of share arrangement or timeshare programme, interval ownership or similar project whereby the right to exclusive use of the Lot or any buildings thereon or part thereof rotates among multiple owners or members of the share arrangement or timeshare programme on a fixed or floating time schedule over a period of years or indefinitely.

12. Overhead Cables

No overhead utility lines or cables, including, without limitation, lines for electric, telephone and cable television shall be permitted (except for temporary lines as required during construction) and all such lines or cables shall be connected by means of underground conduits to the Buildings.

13. Signs

No sign, billboard, flag, banner or advertisement of any kind, shall be erected or placed on the Lot.

14. Drainage

No water (whether domestic, rain or storm water) shall be allowed to run off the Lot or any part thereof onto any adjacent lot to the detriment of any other owner or occupier of any other land in the Adams Castle Estate and adequate provision must be made to ensure that water run-off from the Lot or any part thereof is properly channeled into the appropriate drainage facilities or that if the latter are not available such drainage facilities will be provided by the owner of the Lot.

15. Trees, Shrubs, Vegetation

Except as may be necessary or required for the construction of the dwellinghouse upon the Lot and only if permitted by the Chief Town Planner not to cut down or in any way destroy any mature trees growing upon the Lot.

16. Public Utility Access

Not to prevent or hinder any public utility company from having access at all times to any installation on the Lot for the purpose of maintaining its services or equipment thereto or thereon.

17. Compulsory Membership of the Association

Not to transfer the Lot (whether by *inter vivos* transfer or transfer by way of testate or intestate succession) to any person unless at the time of the transfer the intended successor in title to the Purchaser (hereinafter referred to as the “Intended Transferee”) the Purchaser:

- 17.1 in any contract for the sale of the Lot includes a condition that the Intended Transferee shall upon completion of such contract become a member of the Association;
- 17.2 includes in any contract for the sale of the Lot a condition precedent to performance of the contract that the Intended Transferee shall enter into a deed of covenant with the Association undertaking to observe and be bound by the rules and regulations of the Association on such terms as the Association may approve and that the Intended Transferee shall bear all costs of and incidental to the preparation and execution of the deed including any stamp duty payable on it; and
- 17.3 at the time of transferring the Lot to the Intended Transferee, procures or takes such reasonable steps to procure the execution of such deed of covenant by any Intended Transferee upon the terms approved by the Association.