

**COVENANTS CONDITIONS RESTRICTIONS AND STIPULATIONS.**

(1) Not to erect on any lot any building or erection other than a single unit house, a multiple unit house, or a townhouse in accordance with the conditions attached to the permission of the Chief Town Planner. The Vendor shall designate the type of building or erection which may be constructed on each lot. Such building and erection shall be designed by an Architect and approved by the vendor in writing or its assignee prior to the commencement of any building works. Such building or erection shall be substantially of masonry construction, not exceeding two storeys in height, including basement and not exceeding 8 metres from the highest point of the lot, together with boundary walls or fences. Such building and erection shall be designed by an architect and approved by the vendor in writing or its assignee prior to commencement of any building works;

(2) Not to erect any such buildings or erections on the lots:

- (i) having an internal floor area of less than 160 square metres (1,722 square feet) and be of a cost of less than \$350,000.00), excluding garage or carport (patios and balconies shall be deemed to be internal);
- (ii) having a covered ground floor area exceeding 26% of the lot area for a single storey house and 20% for a two storey house; and
- (iii) be less than 6 metres from the boundary line of other lots; except

for those lots designated to be designated by the vendor as suitable for a type of unit which may be built: on and over two or more lots and the boundaries thereof, subject to the permission of the Chief Town Planner;

(3) The purchaser shall as soon as possible and in any case not later than 16 months after the commencement of any building works in connection with the construction of a house or any erections on the lot complete the house and erections to be built thereon, including painting and landscaping. Commencement of building works shall mean commencement of excavations for foundations of the house or any erections. Renovations or other works including painting and landscaping shall be completed within a reasonable time but no later than 6 months after commencement;

(4) No building works shall take place on Sundays or bank holidays and shall be restricted to 7 a.m. to 6 p.m. each day or such other hours as shall be permitted of the management company (hereinafter called "the board"). The owner of each lot shall take all reasonable steps to control and minimize dust and debris during construction and in furtherance of this shall erect hoardings of wood or other such materials as the board shall direct.

(5) Not to erect any walls, fences or hedges less than 6 metres from the boundary line of the lot where it meets the verge. Fences shall be of timber or chain link or other such material as the board shall direct;



- (6) No mixing of concrete or other construction works shall be permitted on any area outside of a lot;
- (7) No owner shall make or permit to be made any structural or other modification or alterations to his property without the prior consent in writing of the board such permission not to be unreasonably withheld;
- (8) No owner shall be permitted or entitled to subdivide his lot or change its boundary lines except with the prior written approval of the Chief Town Planner and the vendor or its assignee;
- (9) No such buildings or erections shall be permitted to fall into a state of disrepair or remain unpainted, if painting is reasonably required;
- (10) No lots shall be permitted to fall into disrepair or to be overgrown;
- (11) Not to refuse to give permission to all public utility companies to have free access at all times to any installations on the lots for the purpose of maintaining its services or equipment thereto or thereon
- (12) No portion of the lot shall be used, in whole or in part, for the storage of any property matter or thing that will cause it to appear to be in an unclean or untidy condition, nor shall any substance, thing, or material be kept upon any portion of the lot that will emit foul or obnoxious odours or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of Millennium

Heights Development Ltd.;

(13) Not to permit excessive noise or lighting to emanate from the lot so as to disturb the quiet and peaceful enjoyment of any owner or occupier of any other lot. All exterior lighting fixtures should be designed to minimize light pollution and no unshielded or direct spotlights shall be installed on any lot without the prior written permission of the board;

(14) No water (whether domestic, rain or storm water) shall be allowed to run off any lot onto any adjacent lot, such run off water must be channeled onto the drainage facility provided for the lot;

(15) No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted on any lot;

(16) No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the lot, except within an enclosed structure appropriately screened from view erected for that purpose;

(17) Each owner shall be obligated to maintain and keep his own property in good, clean order and repair.

(18) No owner shall use the sewage disposal system except for the disposal of sewage and no toxic substances or other foreign matter such as would cause the malfunction thereof shall be introduced into the disposal system;

(19) No noxious or offensive activity shall be carried on any lot nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners;

(20) No overhead utility lines, including without limitation lines for electric, telephone and cable television, shall be permitted on the lot, except for temporary lines as required during construction;

(21) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, or otherwise, shall be conducted, maintained, or permitted on any lot but so that the venting of a house as one residential dwelling shall not be construed as a breach of this covenant;

(22) No unlawful use shall be made of any lot;

(23) No animals, livestock, birds, fowl, poultry or reptiles of any kind shall be raised, bred, or kept on any lot, except that household pets, including dogs and cats, may be kept in units, subject to rules and regulations adopted by the board, which rule or regulation may exclude any kind of pet, other than dogs or cats, provided that permitted household pets are not kept, bred, or maintained for any commercial purpose; and provided further that any such authorized pet causing or creating a nuisance or unreasonable disturbance in the opinion of the board shall be permanently removed from the lot upon 7 days' written notice from the board;



(24) No owner shall overload the electric wiring in his property, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the board, an unreasonable disturbance to others;

(25) No owner shall park or permit to be parked, nor shall leave unattended or permit to be left unattended any vehicle, cycle, hand truck or trailer outside of his lot;

(26) No clothes, sheets, blankets, laundry or other articles of any kind shall be hung or exposed on any part of the lot in a manner which is visible from outside the lot. The lot shall be kept free and clear of rubbish, debris and other unsightly materials;

(27) No benches, chairs or other personal property shall be left outside of a lot;

(28) If the act or omission of an owner, or of a member of his family, a household pet, guest, occupant or visitor of such owner, shall cause damage to any part of the said area including property owned by others, or maintenance, repairs or replacements shall be required which would not otherwise be required, then such owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the board, to the extent such payment is not waived or released and any such release or waiver shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to

recover thereunder;

(29) No balcony or terrace shall be enclosed or decorated or covered by any awning, or the colours of any balcony, external walls, roof or any part thereof changed, or otherwise changed to any extent without the prior consent in writing of the board;

(30) No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any lot except at such location and in such form as shall be determined by the board of directors. The right is reserved by the vendor to display "For Sale" or "For Rent" signs on any unsold or unoccupied lots, and on any part of the said area;

(31) Every owner shall observe and perform the conditions, restrictions and stipulations of the Chief Town Planner attached to his permission dated the 23rd day of November 2001 reference no: 2875/12/98C in so far as the same are to be kept observed and performed by the owner for the time being of any lot and shall indemnify the vendor against any breach in relation thereto;

(32) No owner shall be permitted to sell and convey his property until he has paid all unpaid expenses levied by the board against his property;

(33) On a sale of a lot a written notice of the name and address of the new owner shall be given to the board.

(34) Every owner shall construct underground garbage facilities to the standard required by the Board.

For the purpose of clarification any portion of the said area which is not developed as part of Millennium Heights shall be subject to the abovementioned covenants.