

15. COVENANTS CONDITIONS RESTRICTIONS AND STIPULATIONS.

The purchaser and the vendor will in the conveyance to the purchaser covenant with each other for the benefit of each and every part of the land retained by the vendor to the extent only that it is in the process of being developed or has been developed as part of Millennium Heights Development forming part of the entire area and of each and every part of the land agreed to be sold that each of them and their successors in title will observe and perform the restrictive covenants conditions restrictions and stipulations hereinafter contained and/or referred to so that the covenants made between the vendor and the purchaser shall be for the benefit of and bind each and every part of the other land concerned and the successors in title of the parties hereto as follows:

(1) No lot shall be used other than for residential purposes. Each lot shall be used as a residence for a single family and for no other purpose;

(2) 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 part of the land;

(3) No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the land except at such location and in such form as shall be determined by the board of directors of the management company (hereinafter called "the board"). 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 entire area,

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

(5) Every owner shall observe and perform the conditions, restrictions and stipulations of the Chief Town Planner attached to his permission dated the 28th day of July 1998 reference no:

Millennium Heights Development Ltd.,
Sale of townhouse agreement, phase 1

1399/07/97C 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;

(6) 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 consent in writing of the board;

(7) Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of their balcony or terrace and no sign, awning, canopy, shutter, radio or television antenna (except as installed by the vendor or the board) shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the board. No air conditioning unit of whatever type other than those installed by the vendor may be installed without the prior written permission of the board;

(8) Each owner shall be obligated to maintain and keep his own property in good, clean order and repair. The use and covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the building, shall be subject to the rules and regulations of the board. Any draperies or curtains hung inside windows shall be lined white or such other colours as shall be approved by the board;

(9) No owner shall make or permit to be made any structural or other modifications or alterations to his property without the previous consent in writing of the board;

(10) No owner shall be permitted or entitled to subdivide his unit;

(11) No animals, livestock, birds, fowl, poultry or reptiles of any kind shall be raised, bred, or kept in any unit, 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, by type or category, 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 shall be permanently removed from the land upon 7 days' written notice from the board;

(12) No owner shall overload the electric wiring in the unit or lot, 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;

(13) 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;

(14) 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 in any area other than that designated for parking or in such a manner so as to prevent or obstruct ingress or egress of the fire fighting equipment or any other facility or equipment of the management company;

(15) No owner shall throw refuse out of his unit;

(16) No repairing (except in an emergency) or restoration of any motor vehicle, or other vehicle shall be permitted on any lot;

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

(18) No clothes, sheets, blankets, laundry or other articles of any kind shall be hung or exposed on any part of the lot. The lot shall be kept free and clear of rubbish, debris and other

unsightly materials;

(19) No benches, chairs or other personal property shall be left on any part of the property outside of a lot without the prior consent of, and subject to any regulations of, the board;

(20) 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 entire area including a unit or units 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;

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

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

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