



## Covenants and Restrictions

1. Not at any time to erect or cause or permit to be erected on the lot or any part thereof any building or erection other than a dwelling house of freehold construction, and such dwelling house and all alterations and additions thereto shall not be constructed or made other than in accordance with detailed plans elevations and specifications prepared and certified by a qualified architect and approved by the Valley View (Phase I) Home Owners Association before any construction is commenced.
2. Not at any time to use or permit the Lot or any part thereof or any building or erection thereon to be used for the carrying on of any trade or business whatsoever (but the rental of the buildings or erections on the lot shall not be deemed to be the carrying on of any trade or business).
3. Except with regard to private automobiles and passenger type vans, jeeps and pick-ups having a capacity of no more than two tons, no vehicles, boats, campers, trailers or other vehicles shall be permitted to be parked or to be stored on the lot neither shall the same be restored or repaired on any lot.
4. No animals, wildlife, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any portion of the lot, except that dogs, cats or other usual and common household pets may be permitted thereon.
5. No portion of the lot shall be used, in whole or in part, for the storage of any property 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 any 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 the development. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted on any lot.
6. No hazardous materials, gasoline or other fuel, rubbish, trash, garbage or other waste material shall be kept or permitted on any lot, neither shall any odour be permitted to arise therefrom so as to render the lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.
7. No clothing or household fabrics shall be hung, dried or aired on the lot in a manner which is visible from any roadway, and 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 any lot, except within an enclosed structure appropriately screened from view erected for that purpose, if any.
8. No exterior antennas, aerials, mast, satellite dishes, or other apparatus for the receipt or transmission of television, radio, or other signals of any kind, other than duly licensed local cable television antennas or satellite dishes, shall be placed, allowed, or maintained upon the exterior of any building of any lot, neither shall any radio station or shortwave operations of any kind be operated from the lot.
9. No lot shall be subdivided nor shall its boundary lines be changed.
10. No lot shall be made subject to any type of timeshare programme, interval ownership or similar programme whereby the right to exclusive use of the lot rotates among multiple owners or members of the programme on a fixed or floating time schedule over a period of years.
11. No detached garages or carports shall be developed, constructed or installed on any lot.
12. No overhead utility lines, including without limitation lines for electric, telephone and cable television, shall be permitted on any lot, except for temporary lines as required during construction.
13. No sign, billboard, flag, banner, or advertisement of any kind excluding customary name and address signs and one sign advertising a residential unit for sale or rent which shall be no larger than twelve (12) inches wide and twelve (12) inches high and which shall be located wholly within the lot, shall be erected on the lot.



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14. No tennis courts shall be erected, constructed or installed on any lot.
15. No sand or gravel shall be dug out of any lot except in the course of excavation for the foundation of an approved building to be erected thereon.
16. No trees or shrubs shall be allowed to grow upon any lot to such a height or density as materially to obstruct any other lot. No bush, shrub, tree or other similar plant may be placed within the road reserve of any lot. Each lot owner shall perpetually maintain the vegetation located on his lot consistent with good horticultural practice.
17. Not to prevent or hinder any public utility Company from having access at all times to any installation on any lot for the purpose of maintaining its services or equipment thereto or thereon.
18. Not to keep any rubbish, trash, garbage or other waste material awaiting collection except in sanitary containers located in appropriate areas concealed from public view.
19. To duly perform and observe such of the conditions mentioned in and/or attached to the said Permission insofar as the same are to be performed and observed by the owner or owners for the time being of any lot and to keep the Vendor and its successors in title harmless and indemnified against any actions suits or other proceedings in respect thereof.
20. Each lot owner must use his residence in such a manner as to allow his neighbors to enjoy the use of their property and radios, record players, television, voices and other sounds are to be kept on a moderate level from such times as the Valley View (Phase I) Home Owners Association shall prescribe.
21. Each lot owner shall, at his sole cost and expense, repair his residence keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. No major maintenance or property additions or alterations maybe undertaken by any lot owner on Sundays or public holidays and only between the hours of 8am to 4pm on all other days.
22. Each lot owner shall be responsible for all fence maintenance and shall paint and keep clean all fences located on his lot.
23. Nothing shall be done or kept on a lot that would increase the rate of insurance and any other lot and no lot owner shall permit anything to be done or kept on his lot which would result in the cancellation of insurance on any residence or which would be in violation of any law.
24. 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:
  - (i) 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;
  - (ii) 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 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
  - (iii) 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.