

RESTRICTIVE COVENANTS
STONEHAVEN ESTATES
August 14, 2008

1. The purchaser covenants not to construct any buildings on the lot other than those to be used as a detached single family dwelling with garage which shall be attached to the dwelling house. Other appropriate buildings for use in conjunction with such single family dwelling usage are subject to approval by the grantor. In-law suites are permissible with grantor approval. No baby barns, duplexes, semi-detached housing, or multiple unit housing is allowed. All buildings and fences to be erected on the said lands and every addition thereto shall be approved in writing by the transferor or its successors. No clothes lines or clothes umbrellas shall be erected or placed on said lands.
2. The front of all dwellings are to have a minimum of 65% natural or cultured masonry product approved by the grantor in writing prior to construction. As well, the remainder of exterior of the dwelling must be approved in writing by the grantor prior to construction. No dwelling shall be constructed on said lands which shall have a total area of less than one thousand four hundred (1400) square feet in the case of a one story dwelling or one thousand six hundred (1600) square feet in the case of a two story dwelling. The measurements for calculations of the area referred to in this paragraph shall be taken as the outside measurement of the main walls of each dwelling, excluding attached garage, porch, veranda, sunroom, attic and basement.
3. The purchaser covenants that prior to commencement of construction his building plans must be approved by grantor as well as all appropriate governmental authorities.
4. The purchaser consents to the installation of wires and or anchors or other fastening devices on the purchaser's property which may be necessary for the construction and maintenance of transmission of electricity, telephone and other public services to residences of the area.
5. The purchaser covenants not to cut or remove more that forty percent of the trees on his lot having a trunk diameter of six inches or greater.
6. The purchaser covenants not to keep cattle, hogs, horses, poultry, snakes or other stock or animals, other that household pets normally permitted in suburban single family dwelling usage area. The breeding of pets or animals for sale shall not be carried on upon the said premises.
7. No signs, billboards, notices or other advertising matter of any kind (except signs of the size and type ordinarily employed by real estate brokers in the area, offering the said lands for sale or rent) shall be placed on any part of the said lands without the written consent of the vendor.
8. No commercial vehicles larger than a service vehicle shall be parked or placed on any building lot.
9. No major repairs to any motor vehicle shall be effected save & except for personal use only and within a wholly enclosed garage.
10. Home must be site built (no prefab, modular homes).
11. The purchaser covenants that no excavation shall be made on the lands except for the purpose of building or for the improvement of the gardens or grounds thereof and no building waste or any other material shall be dumped on the said lands and no material shall be stored on the said lands with the exception of materials required for building or grading.

12. The purchaser covenants that no house trailers, mobile homes or temporary building shall be brought on the lands.
13. All storage for firewood on the outside of the building shall be neatly piled behind the buildings so that it is not visible from the street.
14. The grantor or its successors shall have the right to convey to the City of Moncton or other public authority any part of the said lands (other than the land herein conveyed) for park, recreational or similar purposes.
15. The grantee agrees that any and all utility lines or conduits to any structure on the lot shall be underground.
16. The driveway and the landscaping on the front and side of the dwelling house built on said lands shall be finished within two (2) years of the date of the commencement of the building.
17. The builder of the dwelling must be approved by the transferor.
18. The purchaser covenants that the land shall not be subdivided.
19. The purchaser covenants to proceed with all reasonable diligence on the completion of the construction of his home and the completion of the landscaping of his lot, upon commencement of such activity. The residence must be entirely closed in and totally finished on the exterior within six months of the start of construction.
20. Provided always that notwithstanding anything herein contained the transferor and its successors shall have power from time to time to waive, alter or modify these covenants and restrictions in their application to any lot or lots or to any part of said lands.
21. The grantor retains the option to buy back the lot at original price should purchasers not commence house construction within two (2) years of date of purchase.
22. No building erected on the said lands shall be used for the purpose of any profession, trade, employment, service, manufacture or any other business of any kind, nor for any purpose other than as a private family residence; nor shall anything be done or permitted upon the lands or buildings constructed or existing thereon which shall be a nuisance to the occupants of any neighbouring lands or buildings. Without limiting the generality of the foregoing, nothing shall be done or permitted which creates additional vehicle traffic beyond that which is normal for a private family residence, or cause the creation of any pollutants, fumes, odours or exhaust, or in any way cause or create a danger to occupants of any neighbouring lands or buildings.
23. All covenants and conditions outlined herein shall run with the land and such provisions shall be incorporated in any future deeds of conveyance.
24. The grantee for themselves, their heirs, executors, administrators, successors and assigns, in consideration of the premises and the sum of \$1.00 now paid to the said grantee by the grantor, the receipt thereof being acknowledged covenants, agrees to and with the said grantor that he will keep and observe the said restrictive covenants and that in every conveyance made by the grantee of the lands hereby conveyed, or any portion or portions thereof, there shall be inserted a like covenant, or others to the same effect, requiring all persons or other hereinafter holding or claiming under the said grantee, their heirs, executors, administrators and assigns to keep and observe the said express conditions and restrictions and each and every one of them.

STONEHAVEN ESTATES

Please submit form to: **Stelo Land Development**
Att: Stephen Carson
Cell: 506-866-3577 Office: 506-858-7900
125 Lewisville Road, Moncton NB E1A 8X4 FAX # 506-853-9146

APPLICATION FOR DEVELOPERS APPROVAL AS REQUIRED IN THE PROTECTIVE COVENANTS

ALL PLANS & EXTERIOR FINISH PRODUCTS TO BE APPROVED BY DEVELOPER PRIOR TO CONSTRUCTION

This application is for lot # _____ owned by _____

Main house _____ Detached building _____ Addition to building _____ Other _____
(If "other" please describe in detail and date on separate page)

I/We certify that the construction plans prepared and submitted with this application by _____ are the final plans of the building that we plan to build. Later if we wish to change any of the exterior details, appearance or dimensions, **we will submit revised plans for approval.**

Details:

Builders company name _____

Approximate area of building footprint _____ square feet

Underground electrical from road to building required

Stone/Masonry product _____ color(s) _____

Side wall cladding material _____ color(s) _____

Roofing materials _____ color _____

Color of window trim, gutters, fascia and down spouts _____

Applicant Name/Company
(Please Print)

Applicant Signature

Date

Approval

The building or items described in this document and in appended plans or supplementary information are approved for construction by the developer as required in the protective covenants.

Stelo Land Development

Date