

Arbor Park Subdivision

PROTECTIVE COVENANTS

PHASE I

August 2008

DEFINITIONS

1. In these protective covenants the following words and expressions shall have the following meanings.

VENDOR

- (a) “**VENDOR**” means the vendor, seller, grantor, transferor or lesser named in the annexed document, and includes the successors and assignee of the vendor.

PURCHASE

- (b) “**PURCHASER**” herein means the purchaser, buyer, grantee, transferee or lease named in the annexed document, and includes the heirs, executors, administrators, successors, and assigns of the purchaser.

LAND

- (c) “**LAND**” means the land to be sold, conveyed or transferred by the said document and described therein.

DURATION VARIATION

2. These protective covenants shall run with the land.

VALIDITY

3. The validity in whole or in part of any of these protective covenants shall not affect the validity of the other protective covenants, or the remaining portion of the protective covenants set out herein.

BUILDING PARAMETERS

4. (a) No building shall be for any purpose other than that of private residential. Outbuildings may be erected on the said land either attached or detached, but their roofs and exterior siding must be of the same material and color as the main house. Proximity of building location to property lines must conform to municipal zoning.
- (b) No dwelling shall be constructed on said lands which shall have a total area of less than one thousand one hundred and fifty (1150) square feet in the case of a one story dwelling with an attached garage, or one thousand four hundred and fifty (1450) square feet in the case of a two story dwelling. The measurements for calculation of the areas referred to in this paragraph shall be taken as the outside measurements of the main walls of each dwelling, excluding attached garage, porch, veranda, sunroom, attic and basement.
- (c) No prefabricated houses or modular homes shall be erected on the lands.
- (d) No more than one dwelling house be erected or placed upon the said lands and every addition thereto is subject to the prior written approval of Stelor Holdings Ltd.

EXTERIOR WALLS

(e) The Exterior walls must be constructed of materials such as wood, brick, vinyl or stone. The vendor in writing must approve colors on the exterior and house design.

(f) The front exterior of the dwelling shall include no less than 5% brick or stone.

GARAGE

5. (a) No garage which is not attached to the dwelling to which it is appurtenant shall be erected on the said lands without the prior written consent of Stelor Holdings Ltd. or its successors.

(b) Garage not to be less than 360 square feet in area

BUILDING SET BACK

6. No building shall be erected closer than thirty (30) feet from the street line in front of the lot upon which the said building is erected or as determined in writing by Stelor Holdings Ltd. or its successors. Such set back must not vary by more than twenty four (24) inches from the setback of the nearest adjacent house. There shall be a building line of thirty (30) feet on all lots including both frontages or corner lots. No main building or structure, nor part thereof, shall be so situate on a lot that any wall, roofed porch, verandah or structural support shall be closer to any side lot line than nine (9) feet.

OCCUPANCY

7. No building erected on these lands, nor any part thereof shall be occupied or used as a dwelling house until the whole building is substantially completed.

VENDOR'S

8.. The purchaser and any subsequent owner of the land shall not commence construction until the vendor's approval in writing of detailed professionally prepared construction plans and drawings, including location, color scheme and material specifications of any house, garage, driveway and driveway access or outbuildings of any kind, and including any additions or alterations to any existing structure or plan as previously approved by the vendor has been obtained. No fences or walls shall be erected on the land unless the locations, designs, and material of such structures have been approved in writing by the vendor. Satellite dishes must be the smaller Canadian type (i.e. Star Choice, Bell Express Vu). The purchaser must obtain all required government approvals and certificate related to all aspects of their construction of or excavation for the item in question.

**LANDSCAPING
GRADING & TREE
CUTTING**

9. All landscaping shall comply with relevant grading, drainage, site and dwelling plans as provided by the vendor. Final grading of the lot shall take place concurrently with the completion of the building. No trees can be cut within side setback areas specified in 4(a) of these protective covenants. Dead and dangerous trees within this space may be removed selectively and in a manner that minimizes damage to surrounding trees.

BUILDING USE

10. The said land or any buildings erected or to be erected thereon shall not be used for the purpose of any profession, trade, employment, service manufacture or business of any description, nor as a school, hospital, or other charitable institution, nor as a hotel, apartment house, rooming house or place of public resort, nor for any sport other than such activities as are usually associated with the neighboring land or building. Exceptions will include family in-law suites and home offices utilizing less than twenty (20) % of the total living space square footage.

SIGNS

11. No signs, billboards, notices or other advertising matter of any kind (except the company signs offering said land or part of the said land upon or in any building thereon for sale or rent) shall be placed on any part of the said land upon or in any buildings or any fence, tree or other structure on said land without written consent of the vendor.

CLOTHES LINES

12. No clothes line or clothes umbrella of any type shall be erected or placed upon the said lands.

PARKING

13. No trailer of any kind shall be parked or placed on any part of the said land except "recreational use" trailers which may be stored on the land, provided that the trailer is not used for living, sleeping or eating accommodation while so located, and not stored where visible from the street. No repairs to any automobiles or to any other vehicle or equipment shall be carried out on the land, except inside a garage. No derelict shall be on these lands.

14. No motor vehicle larger than a 1 ton truck, nor any tractor trailers or heavy machinery shall be permitted to be parked or stored on the said lands.

WASTE MATERIAL

15. No building waste or other material of any kind shall be dumped or stored on said land except clean earth for the purpose of leveling in connection with the erection of the building thereon or the immediate improvement of the grounds. All garbage, recycled or compost materials are to be placed in plastic or metal containers for protection from animals. These containers, if placed outdoors, must not be visible from the roads or any property.

ANIMALS

16. No animals, fish or fowl of any kind other than household pets normally permitted in private homes in urban residential areas shall be kept upon said land. No commercial breeding of pets of any kind shall be carried out upon said land.

MAINTENANCE OF LAND

17. The purchaser shall maintain the said land to a reasonable standard of landscaping i.e., grading, ground cover and cutting. The land shall be kept tidy and contain no unsightly storage of materials.

COMPLETION OF CONSTRUCTION

18. The purchaser shall start construction within (18) eighteen months of purchasing a lot. Completed construction (including landscaping) within (24) twenty four months of purchasing lot.

SUBDIVISION

- 19. The lands may be subdivided at any time with the express written approval of the vendor. All proceeds from the sale of any portion of any lot subdivision without said vendor's written approval will be owed to the vendor or its assignees by the party or parties who made such sale.
- 20. 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 the residences of the area.

VARIATION OF RESTRICTIONS

- 21. The vendor may agree in writing to vary, alter, amend or remove any of the foregoing protective covenants in respect of these or any other lands on the said plan.
- 22. The purchaser covenants to grade the building lot in a manner compliant with City of Moncton Drainage Plans and acceptable to N.B. Power, Aliant and Rogers Cable regarding the underground service boxes.

BINDING

- 23. The covenants in respect of the foregoing protective restrictions shall extend to and be binding upon, and may be taken by, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

PURCHASER(S) SIGNATURE

DATE

PURCHASER (S) SIGNATURE

DATE

VENDOR'S SIGNATURE

DATE

STELOR HOLDINGS LTD.
RESTRICTIVE COVENANTS
ARBOR PARK SUBDIVITION - PHASE II
August 14, 2008

1. The purchaser covenants not to construct any buildings on the lot other than those to be used as a family dwelling, a private garage which shall be attached to the dwelling house, a garden tool shed, and other appropriate buildings for use in conjunction with such single family dwelling usage. No duplexes are 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. Semi-detached housing is allowed and must be constructed as per plans submitted by the builder and approved by the developer prior to construction.
2. The purchaser covenants that prior to construction his building plans must be approved by H. Boyd Carson ltd. as well as all appropriate governmental authorities.
3. 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 the residences of the area.
4. The purchaser covenants not to cut or remove more than forty percent of the trees on his lot having a trunk diameter of six inches or greater.
5. The purchaser covenants not to keep cattle, hogs, horses, poultry, or other stock or animals, other than 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.
6. 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.
7. No commercial vehicles larger than a service vehicle shall be parked or placed on any building lot.
8. No major repairs to any motor vehicle shall be effected save within a wholly enclosed garage.
9. Home must be site built (no prefab, modular homes).
10. 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.
11. The purchaser covenants that no house trailers, mobile homes or temporary building shall be brought on the lands.
12. All storage for fire wood on the outside of the building shall be neatly piled behind the buildings so that it is not visible from the street.
13. The Transferor 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 already conveyed) for park, recreational or similar purposes.

14. No clothes line shall be erected on the said lands. No clothes umbrella may be placed on said lands.
15. The grantee agrees that any and all utility lines or conduits from the street to any structure on the lot shall be underground.
16. The driveway and the landscaping on the front and on the 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. It is the intent that the burden of these covenants shall run with the said lands.
18. The builder of the dwelling must be approved by the transferor.
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. As a guide, the residence should 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 the above covenants and restrictions in their application to any lot or lots or to any part of said lands.
21. Transferor retains the option to buy back the lot at original price should original purchasers not commence house construction within two (2) years of the 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 business of any description that will create additional vehicle traffic, or cause the creation of pollutant, fumes, odors or exhaust, or in any way create a danger of the subdivision residents. The primary purpose of any structure shall be for use as a private residence for the use as a family unit.
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.
25. The purchaser covenants to grade the building lot in a manner compliant with City of Moncton Drainage Plans and acceptable to N.B. Power, Aliant and Rogers Cable regarding the underground service boxes.

ARBOR PARK

APPLICATION FOR DEVELOPERS APPROVAL AS REQUIRED IN THE PROTECTIVE COVENANTS

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)

Planned construction start date _____ Planned completion date _____

As lot owner, we certify that the construction plans prepared by _____ and dated _____ 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

Distance from the proposed building to the nearest shared property line _____ feet

Underground electrical from road to building yes _____ no _____

Side wall cladding material _____ color(s) _____

Roofing materials _____ roofing color _____

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

Width of window trim _____ inches

Owners signature

Owners signature

Date

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.

Signature

Name of Arbor Park
Representative

Date

Please submit forms to

Stelor Holdings Ltd **FAX # 506-853-9146**
1600 Main Street Suite 216
Moncton, NB E1E 1G5
Telephone: 506-858-7900
Email: stelor@nb.aibn.com

Plans must be attached to application form.