EXHIBIT A
ARTICLE VII

RESTRICTIVE COVENANTS

1. No trade, manufacture, business, religious or commercial undertaking (including the business of a guest house proprietor, boardinghouse or hotel operator) and no profession shall be carried on any lot other than lots designated for such purposes.

2. No duplex house, townhouse, apartment house, time share, condominium or other building designed for occupation by more than one family with its guests and servants shall be permitted other than on lots designated for such purpose.

3. Except with the approval of the Declarant and the Ministry of Works no lot in the said Subdivision shall be divided or subdivided into a smaller unit or units (but this provision shall not prohibit the building of one house on more than one lot) or the division of 3 lots into 2 lots with the written permission of the Declarant or the Association.

4. No building structure or earth mound of any kind (including marine structures) shall be built, erected, constructed, placed, enlarged or altered on any lot without the express written consent of the Declarant or the Association and in accordance with the guidelines promulgated by the Declarant or the Association from time to time.

5. Apart from townhouses, no building including garages shall be built with an exterior floor area less than Two thousand (2,000) square feet on any of the lots. No townhouse shall be built with an exterior floor area of less than 1,500 square feet. Carports, porches, patios, and terraces shall not be taken into account in calculating the minimum area required by the covenant.

6. No building or structures including porches or projections of any kind shall be built or constructed at a less distance than Twenty (20) feet from any street or road boundary line at a less distance than Ten (10) feet from any other boundary line of any one of the lots except where more than 1 lot is combined for the erection of one or more buildings. Provided that not more than one building shall be erected on any single lot whether combined with another or otherwise in which event such distances shall be computed from the boundaries forming the perimeter of such combined lots.

7. The owner of any lot adjoining the canal shall maintain the bulkhead or retaining wall thereon and shall not allow the same to fall into a state of disrepair.

8. No radio or television antenna or satellite (dish) antennae shall be erected on any lot that is not adequately screened so that it is not visible from the street or waterways.

9. No fences or walls shall be erected on the boundaries of any lot to a height greater that Six (6) Feet. All clothes lines must be placed at the rear of the property.

10. Not more than one operative fresh water supply shall be placed on each lot. Fresh water shall not be drawn from any well at a rate exceeding Four hundred (400) gallons per day.

11. No furniture, packages, equipment or goods or objects of any kind shall be kept or suffered to be kept in or upon the Common Area of the said Subdivision and such areas shall not be used for any purpose other than normal passage or other purpose as may bed designated by the Association from time to time provided that such provision shall not apply to the Declarant during the development of the Subdivision.

12. No septic tank shall be constructed on any of the lots without first submitting Plans and specifications thereof to the Declarant or the Association and obtaining their Written approval therefore which approval shall not be unreasonably withheld; but whenever the sewage system serving any such lot is installed and brought into operation the use of all septic tanks shall be discontinued and all sewerages or other waste matter from any such lot shall be disposed of in such sewerage system.

13. Nothing shall be done over or under the areas in respect of which easements are excepted or reserved for utilities which will or may prevent impede or interfere with the use of such areas for the purposes of laying, erecting, inspecting, maintaining, repairing, replacing and removing cable, pipe, lines, conduits, wires, poles and other apparatus for

the purpose of supplying water, electricity, telephone and cable services or utilities in the said Subdivision and for the purpose of providing drainage and sewerage facilities to the said Subdivision and every part thereof.

14. No lot shall be used as a dumping ground for any rubbish, trash, garbage or other waste matter and no incinerator shall be permitted nor shall any garbage or other waste be kept otherwise than in sanitary containers and no equipment for the storage or disposal of such material shall be exposed so as to be visible to the owners of lots in the said Subdivision and no vehicle including but not limited to motor cars, trucks, tractors or trailer shall be kept thereon save in a garage carport or other structure erected for that purpose unless such vehicles are necessary for construction purposes and no boat shall be kept on any one of the lots unless such boat is fully operational and is kept on a trailer with inflated tires.

15. Nothing shall be done on any lot whereby the natural flow of surface water shall be increased or altered in such manner as to cause a nuisance to any adjoining or neighboring property.

16. In order to preserve the appearance of the lot or the house thereon after initial construction of any premises or any improvements thereon the Owner shall not make permit or suffer to make any external modifications or alterations thereto without the prior written consent of the Association.

17. The Owner shall not allow his premises to fall into a state of disrepair and in keeping with the foregoing the Owner shall fully maintain renew repair and reinstate the windows doors structure roof and the entire outer surfaces and appearance of the house and improvements to the lot so as to maintain the same in its original appearance and condition.

18. (a) No commercial sign Billboard hoarding or other advertising device of any kind shall be erected or displayed on any of the lots without the prior written approval of the Association.
(b) No garage or trash container and no oil or gas tank shall be kept on any of the lots which are visible from any road or from any other of the lots therein.

19. No animals or poultry of any kind shall be kept, raised or maintained on any one of the lots except for domestic house pets and pet birds provided that dogs and/or cats shall not be allowed to roam on any other lot or the Common Areas of the said Subdivision and do not constitute a nuisance and further that any cat shall at all times wear a bell collar or similar device to attract the attention of wild life whether nesting or transient provided that the said dogs and the said cats shall at all times be kept in accordance with such rules as may be from time to time laid down by the Association.

20. Nothing shall be done on any lot which may be or become an annoyance or nuisance to the owners of any adjoining or neighboring lot and no unreasonable noise shall be made in any House and an Owner shall cause reasonable care to be exercised in the use of musical instruments, radios, television, receivers, amplifiers and the like upon his lot.

21. No building or structure shall remain unfinished for more than Eighteen (18) months after the same shall have been commenced. No construction, building, or any building activity is permitted before the hour of 7 a.m. or after sunset. No building or construction of any kind or use of any machinery which creates noise will be permitted on Sundays.

22. No commercial fishing boat shall be docked at or stowed on any lot and no mechanical repairs to any boat or motor vehicle shall be carried out upon any lot and no diesel, petroleum product or harmful chemical shall be disposed of on any such lot or in the canals or waters adjacent thereto. In the event of any product, being disposed of in breach of the covenant the owner shall be responsible for the cost of any cleanup necessitated thereby.

23. No trees measuring Five (5) inches or more in diameter at ground level maybe removed from any lot without the written approval of the Declarant or the Association unless located within Ten (10) feet of the dwelling or within Ten (10) feet of the approved site for such building and no protected tree shall be removed without a permit issued by the appropriate Government department. Every effort shall be made to preserve native trees which do not interfere with the construction of any residence on any lot.

24. There shall be no mass removal of natural flora by bulldozers or mechanical equipment of any description without the written approval of the Declarant of the Association except in respect of the approved construction site and not more than Ten (10) feet around the site and four (4) feet around the access thereto such other flora outside the proposed building site unless protected flora to the removal by hand.

25. No Owner shall allow any structure on his lot to fall into a state of disrepair nor weeds, underbrush or unsightly growth to remain thereon and all garden areas shall be landscaped groomed and maintained in a reasonable manner and all walls roofs and other structures whatsoever properly painted and decorated in keeping with the standards of the Venice Bay Subdivision. If the Owner shall fail to maintain his structures or landscaping and remedy the same within Three (3) months after receipt of notice in writing, then the Declarant or the Association may enter upon the lot and undertake necessary repairs or landscaping at the expense of the Owner and such entry shall not be deemed a trespass.

26. No garments rugs beddings washing and the like shall be hung from windows or balconies or the patios of any House or garden area thereof that is visible from the waterways or the road.

27. No Owner or their guest shall operate a motor boat at a high speed within 200 yards of the shore. A maximum speed of Five (5) miles per hour shall be observed by watercraft in the marina and canal areas. No jet skis or motorized water bikes or motorized craft of any description shall be permitted in Miller Sound.

28. Except for elevated lots, no house shall be constructed with a floor level which is Less than Three (3) feet above the maximum height of any finished road adjoining the lot.

29. Nothing shall be done upon any lot which shall be in breach of the Rules and Regulations promulgated by the Association from time to time.