

Covenants

- Not to breach the conditions attached to the permissions of the Director of Planning and Development and the Planning and Development Board applicable to The Residences at Coverley in so far as the same are to be observed and performed by every Owner for the time being of any Residential Unit forming part of The Residences at Coverley and shall indemnify the Vendor in relation to any breach thereto.
- Not to breach the conditions, restrictions, stipulations and spirit of any rules
 promulgated from time to time by the Vendor in so far as the same are to be
 observed and performed in respect of The Residences at Coverley.
- Not to erect on any Lot any buildings or erections other than freehold erections and buildings.
- 4. Not to erect on any Lot any buildings or erections not in keeping with the design concept of the buildings erected on the Lots forming part of The Residences at Coverley approved by the Vendor.
- 5. Not to keep upon any Lot any animals, birds or reptiles other than birds, fish, dogs and cats which are household pets and not to keep more than two (2) such household pets on the Lot. No other animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot in The Residences at Coverley.
- 6. Not to use any Lot for any trade or business whatsoever provided however that

- the renting of any dwelling house on a Lot shall not be deemed to be a trade or business.
- 7. Not to store or keep or permit to be stored or kept by an Owner, resident, tenant or guest of such Owner any item on the driveway or in or about the patio of a Residential Unit which is unsightly due to its disrepair, neglect or otherwise and which in the reasonable opinion of the Vendor impairs the aesthetics of The Residences at Coverley.
- 8. Not to use the guest or temporary parking areas at The Residences at Coverley as designated by Vendor from time to time for parking of the Owner's or occupants' vehicles.
- 9. Not to do or keep anything in or on a Residential Unit which would increase the rate of insurance relating thereto without the prior written consent of the Vendor, and no Owner shall permit anything to be done or kept on his Lot which would result in the cancellation of any insurance on any residence or which would be in violation of any law.
- 10. No noxious, noisy or offensive activity shall be carried on in or on any Residential Unit with the exception of the business of the Vendor in constructing The Residences at Coverley.
- 11. Not to place or erect any sign of any kind on any Lot without the prior written consent of the Vendor except customary name and address signs and one (1) 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 residence and only visible through a window of the residence shall be permitted.
- 12. Not to place any lawn ornaments on any Lot and except for seasonal

- decorations which seasonal display shall not exceed a thirty (30) day duration, not to display any decoration on the Lot.
- 13. Not to subdivide a Lot on which the Residential Unit is or will be constructed or in any way alter the boundaries of any Lot except with the written permission of the Vendor.
- 14. Not to construct or maintain any fence or other dividing structure on any Residential Unit, except that the Vendor and the successors and assigns of the Vendor may construct fences in accordance with existing architectural plans.
- 15. Not to place a hedge on a Lot other than a hedge placed against a fence constructed by the Vendor and such hedge shall be kept and maintained at all times by the Owner to a height of not more than six (6) inches below the top of such fence.
- 16. Not to place any bush, shrub, tree, or other similar plant within the road reserve of any Lot.
- 17. Not to install generators on any Residential Unit or Lot without the written approval of the Vendor and which shall not be installed in a location other than at the rear of the Residential Unit. .
- 18. Not to block or otherwise obstruct water meters or any infrastructure related to Water Resources on a Lot so as to make it inaccessible by the Vendor at any time.
- 19. Not to paint driveways or parking aprons on Lots in a colour other than a colour in accordance with the existing architectural plans.
- 20. Not to install or maintain individual mailboxes upon a Residential Unit.
- 21. Not to erect or install jungle gyms or any other similar entertainment equipment whether affixed to the ground or not on any portion of a Residential Lot other

- than at the rear of a Residential Unit provided such equipment shall not exceed the height of the fence on such Residential Unit.
- 22. Not to erect a deck or extend any patio of a Residential Unit save and except one which is located 6 feet or more away from the rear fence of a Lot.
- 23. Not to install cloth or metal awnings over any windows or doors of a Residential Unit.
- 24. Not to install or construct a pool except on a Lot except one which is located 6 feet or more away from the rear fence/boundary of a Lot.
- 25. Not to install meters and conduits for solar panels on any portion of a Residential Unit save and except to the side of the house behind the fence.
- 26. Not to paint the exterior colour of a Residential Unit in a colour other than the paint colour originally painted by the Vendor or such other similar colour approved in writing by the Vendor.
- 27. Not to construct any ingress or egress to or from any Residential Unit except pursuant to such driveways and sidewalks as originally constructed by the Vendor.
- Not to cultivate or grow on any Lot or any land comprised in The Residences at Coverley any trees or shrubs which shall come into contact with the cables or wires of any public utility or other services which may be suspended upon poles over the lands of The Residences at Coverley and that if any such trees or shrubs shall grow upon any land comprised in The Residences at Coverley the agents or servants of the utility company whose cables or wires shall have come into contact with such trees or shrubs will be permitted to enter into and upon the said Lot or parcel of land and to cut or trim such trees or shrubs in order to free the said cables or wires from contact therewith but not further or

- otherwise.
- 29. Not to erect or construct any outbuilding, tent, shack, garage, trailer, shed, utility building or temporary building of any kind on a Lot except temporarily only for construction purposes.
- 30. Not to construct a water tank, garden shed or dog house on a Lot in a location other than at the rear of a Residential Unit and not to construct the same without the prior written approval of the Vendor.
- 31. Not to hang clothes or run clotheslines or place clothes poles on a Lot except below the top line of the fence at the rear of a Residential Unit or in respect to any other location including along the front side of the house only with clothes lines specifically approved of the Vendor.
- 32. Not to erect aerials, satellite reception dishes, or antennas of any kind except Multichoice TV antennas, Starlink antennas and Direct TV satellite dishes which are approved by the Vendor.
- 33. Not to install or affix air conditioning units including condensers in a location other than at the rear of a Residential Unit and such air conditioning units shall not be installed in a location other than behind the fence located on a Lot.
- 34. Not to install window air-conditioners on any Residential Unit.
- 35. Not to have any irrigation wells on a Lot.
- 36. 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.
- 37. Not to place curbside for collection, any garbage except garbage contained in a sanitary container prescribed by the Vendor and placed curbside no earlier than the day before scheduled pick-up. In the alternative the Vendor shall have

- the right to require that garbage be placed in a dumpster and not placed curbside. In either event all garbage must be contained in fully closed and sealed sanitary containers prescribed by the Vendor.
- 38. Not to injure disfigure or destroy any plant tree or shrub planted on any Lot or on any part of The Residences at Coverley.
- 39. Not to park, store, or keep any vehicle on a Lot or roadway except wholly within the driveway or garage. Not to park any truck in excess of two (2) tons, camper, boat trailer, or any vehicle other than a private non-commercial vehicle in any parking space.
- 40. Not to repair or restore any motor vehicle, boat, trailer or other vehicle on any portion of any Residential Unit, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.
- 41. Not to use or permit the road reserve or any part thereof to be used for the purpose of the mixing of cement or concrete or for any purpose other than that of passage.
- 42. No building or approved structure shall be altered improved or otherwise changed or removed from any Lot except with the written consent of the Vendor after the original construction thereof by the Vendor save and except for the addition of a carport provided it shall be constructed using the materials and design previously approved by Vendor.
- 43. No door or window of any Residential Unit shall be altered improved or otherwise changed or removed after the original construction thereof by the Vendor other than using the same materials and in keeping with the existing architectural plans and specifications save and except for the addition of Bahama Shutters to the windows of the Residential Unit.

- 44. No roof structure or roof finish of any Residential Unit shall be altered improved or otherwise changed or removed after the original construction thereof by the Vendor other than in keeping with the existing architectural plans.
- 45. Not to paint the roof of a Residential Unit in a colour other than the paint colour originally painted by the Vendor or such other similar colour approved in writing by the Vendor.
- 46. Not to use the roof of any Residential Unit as a deck or entertainment area of any kind or to alter the original construction thereof by the Vendor by erecting or installing anything on the roof.
- 47. Not to use a Residential Unit in such a manner as to a cause disturbance or interference to a neighbours use and enjoyment of their property and radios, record players, television, voices and other sounds are to be kept on a moderate level from 10:00pm to one (1) hour before daylight with the exception of noise or disturbance created by the Vendor in constructing The Residences at Coverley.
- 48. Not to cause a Residential Unit to fall into disrepair, each owner shall, at his sole cost and expense, repair and repaint his Residential Unit keeping the same in a condition comparable to the condition of such Residential Unit at the time of its initial construction excepting only normal wear and tear.
- 49. No Owner of a Residential Unit shall allow the vegetation to be overgrown or untidy and shall perpetually maintain the vegetation located on their Residential Units consistent with good horticultural practice.
- 50. Not to permit any fence on a Lot or wall of a Residential Unit to be in disrepair at anytime which left unrepaired or unpainted would in the opinion of the Vendor cause it to be unsightly.

ONLY FOR DUPLEX'S RESTRICTIVE COVENANTS

- Not to maim or damage or otherwise interfere with the integrity of the party wall shared with the adjoining Residential Unit and at all times keep the same in good and substantial repair.
- Not to allow any downpipes, gutters or drains or pipes within or upon the roof of the Residential Unit to become obstructed, broken or otherwise to fall into a state of disrepair.
- 3. Not to install any air conditioning equipment on the roof of a Residential Unit
- 4. Not to cut maim or weaken in any way whatsoever the roof of the Residential

 Unit and to maintain roof in a wind and weather proof condition.

POSITIVE COVENANTS TO BE INCLUDED IN DEED OF COVENANT AND/OR PARTY WALL DEED

- 5. To pay half of the costs of inspecting, maintaining, repairing and renewing the whole roof of the Residential Unit including those portions that are not upon or within the Residential Unit.
- 6. To promptly perform any maintenance or repair work on any building or construction within his Lot which if omitted would in the Opinion of the Vendor adversely affect the building or buildings belonging to the adjoining Lot owner and shall be expressly liable for any damage or liability which may result from failure to do so.
- 7. To insure the Residential Unit in an insurance office of repute to its full replacement costs against fire, hurricane and such other risks as are usually insured against and must keep it so insured and must use all money

received in respect to such insurance policy in rebuilding or reinstating the duplex or the part of it damaged or destroyed strictly in accordance with the plans and specifications provided by the Vendor and if such money is not sufficient to rebuild and reinstate the building the Owner must make up the deficiency out of his own money.