



THE GROVE

PROPOSED RESTRICTIVE COVENANTS

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 dwellinghouse/building not exceeding two storeys which shall be for use only in accordance with the following restrictions:-
 - a) private residence;
 - b) private residence with an attached flat or apartment for use as a private residence;
- 2.a. No building and or any alterations or additions thereto shall be constructed or made other than in accordance with detailed plans and specifications prepared and certified by an architect or designer and approved by either the Vendor or the The Grove Property Owners' Association as the case may be.
- 2b. No building shall be constructed other than of coral stone or reinforced concrete blocks or other such materials which may be approved by the Vendor or the The Grove Property Owners' Association.
- 2c. The height to the highest point of the building shall be no more than 28 feet above the highest point of the lot.
3. No dwellinghouse, buildings, or garages shall be of an original cost (exclusive of the cost of the land on which it stands and such outbuildings and garages aforesaid and of the boundary walls or fences thereto) of less than Three hundred thousand dollars (\$300,000.00).
4. The roofs of all buildings shall be clad either with clay tiles, wooden or asphalt shingles or with profile metal sheeting or other similar material but shall not be clad with galvanized metal sheets.
- 5a. The building works for the construction of the buildings on the said land once commenced shall be completed no later than (14) fourteen months from the date such building works are commenced.

- 5b. Not to allow the exterior of the building on the lot to remain unfinished for more than 60 days after practical completion of construction or occupation (whichever is the earlier) and to ensure that the said exterior is finished to a high standard with paint, coral render, trowel plastic or similar material.
6. Not to allow the Lot or Recreational Areas to become overgrown or untidy and to keep the grass thereon properly mown.
7. Not to undertake or allow to be undertaken upon any lot in the development any repairs or maintenance to any vehicles whatsoever.
8. Not to keep or allow to be kept upon any lot in the development any buses, trucks, minibuses, route taxis or any other commercial vehicles nor shall any such vehicles be parked or stored in or upon the Lot except private automobiles having capacity of no more than two tons shall be permitted to be parked on the roads in The Grove except for the purpose of deliveries or similar purposes and no vehicles or boats shall be stored, restored or repaired on the Lot, the Common Areas, or the roads within The Grove. Vehicles not in roadworthy condition must not be parked on the Lot or stored in or upon the Lot. .
9. No animals, wildlife, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any portion of the Lot, except dogs, cats or other usual household pets.
10. No portion of the Lot or Recreational Areas 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 the Lot or Common Areas 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 any of the owners or occupiers of any other lots in The Grove.
11. No burning of wood, leaves, trash, garbage or household refuse shall be permitted on the Lot or Common Areas.
12. No hazardous materials, gasoline or other fuel, rubbish, trash, garbage or other waste material shall be kept or permitted on the Lot or Recreational Areas, other than in a secure location and to maintain the refuse container or dustbin and the location of same in a tidy condition to ensure that no odour be permitted to arise or escape therefrom so as to render the Lot or Recreational Areas or any portion thereof unsanitary, unsightly, offensive or detrimental to any other lots in The Grove.
13. Not to hang out or allow to be hung out dried or aired on any part of the Lot any clothing, household fabrics washing materials or articles of any kind so as to be visible from outside the Lot from ground level.

14. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Lot or Recreational Areas.

15. Not to install or maintain any antennas, aerials, masts, satellite dishes in excess of 0.91 metres or three feet in diameter, or other apparatus for the receipt of transmission of television, radio, or other signals of any kind upon the exterior of any building on the Lot neither shall any radio station or short wave operations of any kind be operated from the Lot, unless the prior approval of the The Grove Property Owners' Association is first obtained.

16. Not to subdivide the Lot or change its boundary lines.

17. Not to permit or suffer to be done in or upon the Lot or Recreational Areas anything that may be or come to be a nuisance, annoyance, or inconvenience or that may cause any damage to the owner or occupier from time to time of any other Lot.

18. Not to carry on any trade or business whatsoever, the intent being that no Lot nor any buildings erected thereon shall be used except for residential purposes (but the rental of any such buildings for residential use shall not be deemed to be carrying on any trade or business).

19. Not to plant or permit to be grown any hedges shrubs trees or plants other than grass on the verge forming any part of any lot and to keep such grass properly mown.

20. Not to permit or allow the storage of any building materials nor any concrete mixing to be done on any of the carriageways in The Grove or in the Recreational Areas.

21. No overhead utility lines, including without limitation lines for electric, telephone or cable television, shall be permitted on the Lot, except for temporary lines as required during construction. All services are to be connected underground.

22. No sign, billboard, flag, banner, or advertisement of any kind including, without limitation "For Sale" signs and those of realtors, contractors and subcontractors etc. shall be permanently erected or permitted to remain on the Lot or Recreational Areas.

23. No area nor any carriageway including the verge which is included in the Lot (or drainage easement as may be applicable to such lot) shall be permitted or allowed to deteriorate or fall into a state of disrepair.

24. Not to damage any roads, kerbs, slippers or drainage channels in The Grove and to repair any such damage forthwith.

25. Not to prevent or hinder any public utility company from having access at all times to any installation on the Lot for the purpose of maintaining its services or equipment thereto or thereon.

26. Not to breach or allow the breach of any of the conditions mentioned in and/or attached to the Permission of the Chief Town Planner insofar as the same are to be performed and observed by the owner or owners for the time being of the Lot and to keep the Vendor and its successors in title harmless and indemnified against any actions suits or other proceedings in respect thereof.

27. Not to permit any sums due by the owner or owners of the Lot to The Grove Property Owners' Association, to fall into arrears.