



*Vineyard*

### **RESTRICTIVE COVENANTS**

The Purchaser shall enter into the following restrictive covenants with the Vendor which covenants shall be included and contained in the Conveyance to the Purchaser and all other purchasers in the Development: -

- (a) Not at any time to erect or cause or permit to be erected on the Lot or any part thereof any buildings or erections other than those of freehold construction and comprising of a private dwelling house or duplex together with boundary walls or fences garages servants rooms and other usual outbuildings for the use in connection therewith (hereinafter at times together referred to as "such building") which shall be subject to the following restrictions namely:-
  - (i) Such buildings shall have a floor area of not less than six hundred (600) square feet and shall be of an original cost (exclusive of the cost of the land on which it stands and of such garages servants rooms outbuildings boundary walls and fences) of not less than Two Hundred and Fifty Thousand dollars (BDS \$250,000.00).
  - (ii) Such buildings and all alterations and additions thereto shall not be constructed or made other than in accordance with detailed plans and specifications prepared and approved by Town and Country Planning Office before any construction of any such buildings is commenced.



- (iii) Such buildings to be constructed on all lots on the Plan shall not exceed two storeys in height and no portion of the building shall in any event exceed twenty-eight feet (28') above finished grade as measured from the nearest point where the building foundation meets grade. Notwithstanding the foregoing with respect to all lots, the Vendor shall approve the height of such buildings before any building is erected on any such Lot with the intent that such buildings shall not unreasonably and materially obstruct the view of any other Lot owner in the said Development.
- (b) 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 or common household pets may be permitted thereon.
- (c) No portion of the Lot 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 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 Development.
- (d) No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted on the Lot.
- (e) No hazardous materials, gasoline or other fuel, rubbish, trash, garbage or other waste material shall be kept or permitted on the Lot, neither shall any odour be permitted to arise therefrom so as to render the Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.
- (f) No lumber, grass, shrub or tree clippings or plant waste, metals bulk material or scrap or refuse shall be kept, stored or allowed to accumulate on any portion of the Lot, except within an enclosed structure approximately screened from view erected for that purpose, if any.
- (g) The Lot shall not be subdivided nor shall its boundary lines be changed.
- (h) The Lot shall not be made subject to any type of timeshare programme, interval ownership or similar programme whereby the right to exclusive use of the lot rotates among multiple owners or members of the programme on a fixed or floating time schedule over a period of years.



- (i) No trade or business of any kind may be carried on any Lot in the Development. In relation to this covenant the short or long term renting shall not be deemed to be a trade or business and that the Lot Owners shall ensure that any person renting and/or occupying any Lot in the Development is fully aware of all covenants, conditions and restrictions and complies strictly with same.
- (j) No buildings shall be constructed other than of coral stone or reinforced concrete block construction.
- (k) Not to erect or permit to remain on any of the said Lots or parcels of land any fence or paling made of corrugated galvanized metal.
- (l) No detached garages or carports shall be developed, constructed or installed on the Lot unless the structure is approved by the Town and Country Planning Office.
- (m) No sign, billboard, flag, banner, or advertisement of any kind including, without limitation "for sale" signs for those of realtors, contractors and sub-contractors, etc. shall be erected on any Lot in the Development.
- (n) No tree shrubs shall be allowed to grow upon the Lot to such a height or density as materially to obstruct the views of other Lots.
- (o) Not to let the Lot become overgrown with grass, trees, shrubs or other growth and at all times to keep the Lot in a clean and tidy state and properly mown.
- (p) No area or any road reserve which is included in the Lot shall be permitted or allowed to deteriorate or fall into a state of disrepair.
- (q) Not to permit or allow any cement or concrete mixing to be done on any of the roads shown on the Plan.
- (r) Not to cause any damage to any roads shown on the Plan including any damage to kerbs, slippers and drainage channels and to repair any such damage forthwith.
- (s) 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 and thereon.



- (t) Every owner of each Lot forming part of the Development including the Lot hereby conveyed shall observe and perform the conditions restrictions and stipulation of the Chief Town Planner contained in the Permission dated the 16<sup>th</sup> day of April 2010 issued in respect of the Application numbered 2926/10/2008D and all other permissions of the Chief Town Planner issued in respect of the Development in so far as the same are to be kept observed and performed by the owner for the time being of any lot forming part of the Development and to be keep the Vendor and its successors in title harmless and indemnified against any actions suits or other proceedings in respect thereof.
- (u) Each owner of a Lot shall bear equally the reasonable cost to maintain the Common Areas and the Common Areas shall not be permitted to fall into disrepair or to become overgrown as to become a nuisance.
- (v) The foregoing covenants restrictions and stipulations shall be binding in perpetuity upon any such lot of land and on the Purchaser(s) and all future owners thereof as far as the law will permit and shall ensure for the benefit of and be enforceable by any person or persons for the time being claiming title to or interest in any part of any such lot delineated and shown on the Key Plan who may be aggrieved by the breach or neglect of any such covenants or restrictions.