

GENERAL COVENANTS AND STIPULATIONS OF SALE

PURCHASER'S COVENANTS:-

1. The Purchaser shall not to make any housing construction on the said Lots unless permission in writing has been obtained from the Physical Planning Unit of the Government of Grenada and the Purchaser shall abide by all of the setback regulations of the Physical Planning Unit
2. The Purchaser shall duly perform and observe such of the conditions and regulations mentioned in and or attached to the permission obtained from the Physical Planning Unit
3. The Purchaser shall not to erect or cause or permit to be erected on the Lots or any part thereof, any building or erections of whatever nature other than one single dwelling house and the said dwelling house is to be of such a height or width *that is to say the single dwelling house is to be built no higher than that of a coconut tree* so as not to materially interfere and obstruct the views from the remaining Lots owned by the Vendor
4. Where the Purchaser is the owner of two (2) adjoining Lots of land, to construct a single dwelling house which utilizes adjoining portions of the land of the adjoining Lots. Construction of the said single dwelling house is to be in accordance with the covenants restrictions and stipulations contained herein
5. The Purchaser shall not sub-divide any Lots nor shall the Purchaser cause the Boundary Lines of the Lots to be changed
6. The Purchaser shall not create within or as part of the single dwelling house any unit or apartment or flat so as to provide for separate living accommodation or residence
7. The Purchaser shall not build permit or cause to be built or carry on in the said dwelling house any agricultural, industrial, business, trade (whether wholesale or retail in nature), nor

shall any occupation or profession of any kind (whether commercial, religious, educational or otherwise designed for profit or otherwise) be conducted maintained or permitted on the Lots, save and except that the renting of the single dwelling as one residential dwelling shall not be construed as a breach of these covenants

8. Except with regard to private automobiles and passenger type jeeps and pick-up trucks having a capacity of no more than 1.5 Tons Gross Weight, the Purchaser covenants that no vehicles shall be permitted to be parked except for the purpose of deliveries or similar purposes or to be stored on the Lots, neither shall the same be restored or extensively repaired on the Lots.
9. The Purchaser shall not keep animals wildlife livestock reptiles or poultry may be raised bred or husbanded on any portion of the Lots save and except that dogs cats or other usual and common household pets may be permitted thereon providing that the number of dogs or cats or other common and usual household pets shall not exceed two (2) in number
10. The Purchaser shall not cause any portion of the Lots to be used in whole or in part for the storage of any property or thing that will cause the Lots to appear to be in an unclean or untidy condition nor shall the Purchaser keep any substance thing or material upon any portion of the Lots that will emit foul or obnoxious odors or that will cause any noise or other conditions that will or might disturb the peace quiet safety comfort or serenity of any of the remaining Lots owned by the Vendor
11. The Purchaser shall not burn garbage or household refuse on any portion of the Lots
12. The Purchaser shall not keep or permit to be kept hazardous materials rubbish trash garbage or other waste material on the Lots and neither shall the Purchaser permit any odor to arise therefrom so as to render the Lots or any portion thereof to be unsanitary unsightly offensive or detrimental to the remaining Lots owned by the Vendor

13. The Purchaser shall not permit any clothing or household fabrics to be hung, dried or aired on the Lots or any part thereof where same may be visible from the public road or any private roadway or viewed from the remaining Lots owned by the Vendor
14. The Purchaser shall place all containers for common household rubbish trash or garbage on the Lots or in the common facility established and all rubbish trash or garbage must be stored in sealed containers or cans
15. The Purchaser shall not subject the Lots to any type of timeshare programme interval ownership or similar programme whereby the right to exclusive use of the Lots rotates among multiple owners or members of the programme on a fixed or floating time schedule over a period of years
16. The Purchaser shall not to erect or permit to remain on any portion of the Lots any fence or paling made of corrugated galvanized metal or concrete
17. The Purchaser shall at all times to keep the Lots in a clean and tidy state. No trees or shrubs shall be allowed to grow upon the Lots to such a height or density so as to materially interfere and obstruct the views from the remaining Lots owned by the Vendor
18. The Purchaser shall not discharge or permit to be discharged any soil dirt storm or waste water directly unto the earth on the Lots on onto adjoining Lots on into any Allowed Roads in the Development or Public Roads adjoining the remaining Lots owned by the Vendor and adequate provision must be made by the Purchaser to ensure that any water run-off from the Lots or any part thereof is properly channeled into the appropriate drainage facilities
19. The Purchaser shall not prevent or hinder any public utility company from having access at all times to undertake any installation on the Lots for the purpose of maintaining its services or equipment thereto or thereon

20. The Purchaser shall arrange personally with the electricity telephone cable and water companies for the installation of services to the Lots the cost of which and the rate and requirements established by the said companies shall be met by the Purchaser. The connection lines for the services from the electricity and telephone mains shall be laid underground
21. The Purchaser shall not place or permit to be placed any advertising sign flag placard or hoarding or any kind or any advertisement whatsoever on the Lots
22. The Purchaser shall not permit any excavation to be made on the Lots save and except for excavations necessary for the erection of the said dwelling house or for the purpose of landscaping being carried on the Lots and the excavated material shall be reused on the Lots as much as possible and any excavated material which is to be removed from the Lots shall not be put on any of the remaining Lots owned by the Vendor and must be lawfully disposed of
23. The Purchaser agrees that she knows the exact location of her Lots.
24. The Purchaser shall not permit any offensive activities on the Lots nor shall anything be done thereon either willfully or negligently, which may be or become an annoyance or nuisance to any of the remaining Lots owned by the Vendor
25. The Vendor intends to develop the remaining Lots owned by the Vendor as an exclusive residential area for the benefit of purchasers who in good faith intend to establish residence thereon. Accordingly the Purchaser agrees not to offer the said Lots for resale to anyone without giving the Vendor first option to purchase. The Vendor is to respond to the option within fourteen (14) days excluding the date of service of the option.
26. The Purchaser shall not obstruct any verge forming part of any road reserve included in the said Lots in any manner by the planting of shrubs or trees thereon or otherwise howsoever.
27. The Purchaser shall not park or permit to be parked her vehicle or that of any resident of

her household on the allowed roads created by the Vendor for the purpose of access to the remaining Lots owned by the Vendor.

28. The Purchaser shall not park or permit to be parked nor shall leave unattended or permit to be left unattended any vehicle, cycle, hand truck, trailer or boat or other machinery outside her Lots.

29. The Purchaser shall not permit or allow any excessive noise or lighting to emanate or escape from the Lots or any part thereof so as to disturb the quiet and peaceful enjoyment of the remaining Lots owned by the Vendor.

30. No exterior antennas, aerials, masts, satellite dishes (in excess of Three (3) feet in diameter), or other apparatus for the receipt or transmission of television, radio or other signals of any kind shall be placed, allowed or maintained upon the exterior of any Buildings on the Lots or any part thereof neither shall any radio station or short-wave operations of any kind be operated from the Lots in each case unless the prior approval of the Vendor is first obtained.

31. The Purchaser shall not permit the overloading of any electrical circuits on her Lots or operate any machines, appliances, accessories or equipment in such manner as to cause an electrical disturbance to the remaining Lots owned by the Vendor.

32. The Purchaser shall not permit the Lots or any part thereof to be used for the staging or holding of any public political, religious or other meetings.

33. The Purchaser shall not cause any damage to any services, roads, verges, curbs, slippers or drainage channels in or on the remaining Lots owned by the Vendor and if she does cause any damage then she is liable to repair any such damage forthwith.

Modifications To Restrictions

34. Notwithstanding anything contained herein the Vendor and the persons claiming under it

shall have and hereby reserve the right to amend vary modify or cancel and remove any covenants restrictions and stipulations herein contained and substitute other reasonable covenants restrictions and stipulations in relation to the remaining Lots owned by the Vendor or any part thereof but such variation or modification shall not affect the general character of the area.

Notices served by Vendor

35. Any notice or other document required to be served by the Vendor upon the Purchaser may be served by sending it through the post in a prepaid letter addressed to the Purchaser at Grenada or at such other address as the Purchaser shall have designated by notice in writing to the Vendor. Any such notice shall be deemed to have been delivered fourteen (14) days after the time when the letter containing the same was put into the post and in proving such delivery it shall be sufficient that the letter containing the notice was properly addressed and put into the Post Office as a prepaid letter or prepaid air mail letter as the case may be.

Covenants Binding In perpetuity

36. The foregoing covenants restrictions and stipulations shall be binding in perpetuity upon the said Lots and every part thereof and on the Purchaser and all future owners thereof as far as the law will permit and shall ensure for the benefit of and be enforceable by the Vendor and any person or persons for the time being claiming title to or interest in any of the said Lots in the said Development who may be aggrieved by the breach neglect of any such covenants and restrictions.

PROVIDED ALWAYS that for the purposes of any approval consent or acceptance required of the Vendor in any of the foregoing covenants restrictions and

stipulations the same shall be in writing and the Vendor therein referred to includes its successors in office or any association of persons (including the Association of Lots Owners) or any company to whom the Vendor may at any time assign the right to approve give consent or accept as the case may be or assign any other right or privilege hereinbefore contained.