

THE THIRD SCHEDULE

The Restrictive Covenants

FOR the benefit of the remainder of The Intending Vendor's lands forming The Intending Vendor's said Cap Estate and for the benefit of THE DEVELOPMENT and so as to impose a servitude or servitudes upon the property hereby sold into whomsoever hands the same may come The Intending Purchaser hereby covenants with The Intending Vendor that he and the persons deriving title under him will at all times thereafter observe and perform all and singular the covenants restrictions and stipulations hereinafter contained provided that The Intending Vendor reserves to itself and those deriving title under it the right to sell lease or otherwise dispose of or deal with the whole or any part of its adjoining land outside of The Development in such plots or areas as it may deem fit and either subject to or free from all and any covenants restrictions and stipulations hereinafter contained.

1. **MAINTENANCE CONTRIBUTION:** To pay a fair proportion of be determined by The Intending Vendor's Accountant for the cost of:-
 - (a) Repairing and maintaining the main estate road and road reserves over which rights of way have been granted to The Intending Purchaser.
 - (b) Maintaining the general amenities of The Intending Vendor's said Cap Estate.
 - (c) Pay all charges levied by The Development Company for repairing and maintaining the roads and verges within THE DEVELOPMENT.
 - (d) Maintaining the general amenities of THE DEVELOPMENT.
2. **BUILDINGS:** Not more than one dwelling house and other usual outbuildings shall be constructed on The Property. No hut, shed, caravan or temporary building or structure of any kind may be erected or placed on The Property except that with the written approval of The Intending Vendor a temporary hut or shed may be erected on The Property to be used only for and during the works incidental to the erection of a dwelling house on The Property. The Guide to Building issued by The Intending Vendor and attached hereto should be adhered to unless otherwise allowed in writing by The Intending Vendor.
3. **APPROVAL OF PLANS AND FENCING:** No building or other structure or erection or attachment to the building or septic tank drainage system or fence or any alterations erections or additions thereto shall be constructed on The Property until plans elevations specifications and siting thereof shall have been submitted to and approved of in writing by The Intending Vendor. PROVIDED that in no event will permission be granted by The Intending Vendor for the construction of a dwelling house greater in height than described in the said building guide NOR will setbacks be allowed which are less than

20 feet from adjoining parcels of land. No fence shall be erected or hedge planted on any of the boundaries of The Property except such as shall be approved in writing by The Intending Vendor and in that event to maintain any fence erected or hedge planted on The Property.

4. **REPAIR:** The Property and all buildings and other structures thereon shall at all times be kept in good condition and repair. The construction of any building or other structure shall be carried out diligently from the time of the commencement until fully completed.
5. **USER:** No building erected on The Property shall at any time hereafter be used for any other purpose than as a private dwelling house with garage and out buildings belonging thereto and no trade manufacture or business of any kind shall be at any time be carried on The Property except such profession as may be approved by The Intending Vendor shall anything be done thereon which may be or become a nuisance injury annoyance or disturbance to The Intending Vendor or the neighbourhood.
6. **ANIMALS:** No livestock shall be kept on The Property except normal house pets and in any case not more than two of one species.
7. **LAUNDRY LINES:** No laundry lines shall be erected or maintained save under cover and in a place approved by The Intending Vendor and so placed as to preserve the view in all directions of other owners on The Intending Vendor's said Cap Estate.
8. **EXCAVATIONS:** No excavations of any kind nor removal of topsoil shall take place on The Property except such as shall be necessary for the erection of any building approved by The Intending Vendor.
9. **REFUSE:** No rubbish domestic or other waste shall be kept or placed on The Property otherwise than in sanitary containers in positions approved by The Intending Vendor.
10. **SIGNS:** No placards hoarding or other advertisement or sign of any kind shall be erected or displayed on The Property except a usual house name board.
11. **TREES:** No mature trees shall be cut down without the written approval of The Intending Vendor.
12. **ELECTRICITY CABLES:** No overheads electricity, cable, television or telephones shall be erected on The Property without approval of The Intending Vendor.
13. **WELLS:** No well shall be dug or drilled on The Property except with the written approval of The Intending Vendor.
14. **STORM WATER DRAINAGE:** The Property shall not be graded in such a manner as to direct storm water onto adjoining land.

15. **FURTHER COVENANT:** On any conveyance or other assignment or transfer of The Property to obtain from The Intending Purchaser or other assignee or transferee of The Property a covenant to observe and perform the covenants restrictions and stipulations herein contained and on such conveyance The Intending Purchase shall provide The Intending Vendor with a copy of the Deed of Conveyance or other assignment and shall communicate to The Intending Vendor the present postal address of such assignee and the assignee's agent in St. Lucia should the assignee reside abroad.