

GOMIER HOLDINGS LTD.
Sales Covenant (For All Lots Except 48)

WHEREAS the Vendor is the absolute owner of certain lands situate at Mount Le Blanc in the Quarter of Laborie in Saint Lucia which said lands are known and hereinafter referred to as **GOMIER HEIGHTS DEVELOPMENT** of which the property in the First Schedule hereto (hereinafter called the "Property") forms a part.

Now these presents witnesseth as follows:-

1. In consideration of the sum of _____ Dollars paid by the Purchaser to the Vendor at the execution hereof (receipt whereof the vendor hereby acknowledges) the Vendor hereby sells and conveys unto the Purchaser thereof accepting the Property free and clear of all encumbrances together with the rights and privileges conveyed for the benefit of the Purchaser and those reserved for other Purchasers or owners of the remaining properties forming part of **GOMIER HEIGHTS DEVELOPMENT** and contained in the Second Schedule hereto and subject to the servitudes contained in the Third Schedule hereto (hereinafter referred to as the "Servitudes") save the covenants and servitudes herein after set out together with the rights and exceptions specified therein.

To hold the same unto the purchaser absolutely and with immediate possession but subject nevertheless to the observance of the covenants by the Purchaser hereinafter contained.

2. For the benefit of the remainder of **GOMIER HEIGHTS DEVELOPMENT** or any part thereof and so as to impose a servitude or servitudes upon the Property into whomsoever hands the same may come the Purchaser hereby covenants with the Vendor that the Purchaser and all persons deriving title under the Purchaser shall at all times hereinafter observe and perform the Servitudes and on any conveyance or other assignment or transfer of the Property, the Purchaser will obtain from the assignee or transferee thereof for the Purchaser and all persons deriving title under the Purchaser a covenant to observe and perform all the covenants herein and the Servitudes.

Provided that the 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 **GOMIER HEIGHTS DEVELOPMENT** in any such parcels or areas as it may deem fit and subject to the terms of the covenant and servitudes herein contained.

3. The Purchaser hereby covenants with the Vendor that the Purchaser shall observe and perform the Servitudes.

FIRST SCHEDULE

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SECOND SCHEDULE

Part I

Rights conveyed for the Benefit of the Purchaser

1. The right and privilege for **THE PURCHASER** and all persons authorized by **THE PURCHASER** for all reasonable purposes in common with all persons entitled to the right to pass and repass over any of the access roadways forming part of GOMIER HEIGHTS DEVELOPMENT.
2. The right and privilege of **THE PURCHASER** and the other owners and occupiers for the time being of the Property to free and uninterrupted passage of running water from and to the Property in through and along the drains, trenches and gullies forming part of GOMIER HEIGHTS DEVELOPMENT and which lead from or to serve the Property.
3. The benefit of obligations appropriate to GOMIER HEIGHTS DEVELOPMENT imposed or to be imposed upon the other purchasers so far as the same are applicable for the benefit of the property.
4. The benefit so far as the Vendor can grant the same of the covenants on the part of all purchasers and or owners of other parts of GOMIER HEIGHTS DEVELOPMENT with full power to enforce the observance of such covenants.
5. The right and privilege for **THE PURCHASER** and **THE VENDOR** to use in common with all other owners the recreational area subject to such rules and regulations agreed between **THE VENDOR** and owners.

Part II

Rights expected or Reserved for the benefit of other purchasers or owners

The right and privilege for other Purchasers, owners or occupiers for the time being of all other Properties forming part of GOMIER HEIGHTS DEVELOPMENT in common with the Purchaser of free and uninterrupted passage and running of water in, through and along the drains, trenches and gullies forming part of GOMIER HEIGHTS DEVELOPMENT and which lead from and to such Properties.

THIRD SCHEDULE

The Purchaser and persons deriving title under him will at all times hereafter observe and perform all and singular the covenants and restrictions hereinafter contained to wit:

1. MAINTENANCE:

- (a) **Drainage:** Access to the Property must be over drains kept at least 18 inches wide and these must be kept clear at all times. **THE PURCHASER** and/ or the occupiers for the time being of the property shall keep the drains alongside the Estate roads bounding the Property clean making sure that no grass, trees or bushes are allowed to encroach on the said Estate roads. **THE PURCHASER** and/ or the occupiers for the time being of the Property shall take all measures to ensure the free flow of rain and waste water into existing road drains to prevent erosion of the said development lands and roads.
- (b) **Garbage:** **THE PURCHASER** and/ or the occupiers for the time being of the Property shall dispose of household or other refuse from the Property in a manner that pays due regard to all relevant hygienic and environmental factors. All garbage shall be kept in sanitary containers and placed on the Property in a place approved by **THE VENDOR**.
- (c) **Costs:** So long as **THE VENDOR** shall remain liable to bear any or all costs of maintenance of the roads, drainage, sewerage, water and electricity supply and garbage disposal, public areas and other

services and amenities maintained for the benefit of **THE VENDOR'S** lands forming part of GOMIER HEIGHTS DEVELOPMENT and until such time as the responsibility for the maintenance of all of these services and amenities shall be devolve upon statutory or other authorities, **THE PURCHASER** shall contribute a fair portion towards the costs of the aforesaid based on their lot size and as agreed to by both **THE PURCHASER** and **THE VENDOR**.

2. APPROVAL OF BUILDING PLANS:

THE VENDOR shall receive a copy of all elevation plans of any building or other structure or erection or attachment proposed to be built, erected, placed or enlarged on the Property prior to submission to the Development Control Authority

3. BUILDINGS:

- (a) No building or structure of any kind shall be built, erected or constructed, placed, enlarged or altered on the Property unless the detailed elevation plans and scope of the proposed works, use and their proposed location are previously approved as required by law by the Development Control Authority in writing. Not more than one dwelling house shall be constructed on each lot.
- (b) No hut, shed, caravan or temporary building or structure of any kind may be erected or placed on the Property except with the written approval of **THE 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. Permanent structures including the construction of a gazebo, garden shed, separate garage or other structure are permitted subject to paragraph 3 (a) herein.
- (c) No building will be permitted on a lot where it causes a nuisance or obstruction to the view of existing surrounding buildings on The Development or those that may be erected in the future. In any case buildings can only be permitted to no more than two storey from road level as long as it does not cause a nuisance or obstruction to the view of surrounding buildings.

4. REPAIR:

The property and all buildings and other structures thereon shall at all times be kept in good condition of landscaping and proper structural 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 belonging thereto or as apartments and no trade, manufacture or business of any kind other than for rental purposes shall at any time be carried out on the property except such profession as may be approved by **THE VENDOR**, nor shall be done thereon any activity which may be or become a nuisance, injury, annoyance or disturbance to the neighborhood, particularly loud music and machinery sounds.

6. ANIMALS:

No livestock shall be kept on the Property except normal house pets and in any case not more than two of one specie.

7. LAUNDRY LINES:

No laundry lines shall be erected or maintained save under cover so as to preserve the view in all directions of other owners of GOMIER HEIGHTS DEVELOPMENT and to maintain the overall aesthetics of **THE DEVELOPMENT**.

8. EXCAVATIONS:

No excavation of any kind shall take place on the Property except such as shall be necessary for the erection of any building.

9. SUBDIVISIONS:

The Property shall not be sub-divided save with the previous written consent of **THE VENDOR** and the Development Control Authority.

10. DAMAGES:

If **THE PURCHASER** or any of his guests, agents, tenants, licensees, employees or family members damage any part of the development such as roads, drains, walls, the cost of repair will be that of **THE PURCHASER** as long as such maintenance is still the responsibility of **THE VENDOR**.

11. STORM WATER DRAINAGE:

Domestic waste water shall be discharged or disposed of into an approved drainage system. The Property shall not be graded in such a manner as to direct storm water onto adjoining lands. In no circumstances shall any earth closet or open toilet be constructed or maintained on the Property.

12. SIGNS:

No sign, billboard, hoarding or other advertising device of any kind shall be erected or displayed on the Property without the prior written approval of **THE VENDOR** and the Development Control Authority.

13. REFUSE:

The surface of the Property shall not be used as a dumping ground for rubbish trash, garbage or other waste matter, nor shall any obnoxious weed or uncultivated vegetation be accumulated or maintained on any portion of the Property. During the period where a dwelling house is not yet erected the Property must be kept clean and free of unsightly vegetation by **THE PURCHASER**.

14. RESALE:

In the event of a resale of the undeveloped lot **THE VENDOR** must be given a written offer of first option by **THE PURCHASER** to purchase the lot. The price of the lot at the time will be determined by an independent, professional, approved valuer agreed to by both **THE VENDOR** and **THE PURCHASER**. **THE VENDOR** shall notify **THE PURCHASER** in writing within 14 days of the date of service of the offer of first option of its intentions to purchase and shall be given thirty (30) days thereafter to do so by **THE PURCHASER**. Service shall be effected by delivery to **THE VENDOR** at its registered office address or any other officer of the company or by fax or by email.

15. ACCESS:

Vehicular access to 3rd parties over the Gomier Heights Development to adjoining lands can only be given by written permission from **THE VENDOR** and no other party.

16. UTILITY SHARING

In the event that access is granted to owners of adjoining lands the provision of utilities to these lands cannot be done by anyone owning lands forming part of the Gomier Heights Development.

17. COMMUNICATION DEVICES:

No radio or television aerial or satellite dish shall be erected or maintained on the Property unless its specifications and siting shall have been approved in writing by **THE VENDOR** and the Development Control Authority.

18. ELECTRICITY CABLES:

No overhead electricity cables shall be erected on the Property without the written approval of **THE VENDOR**.

19. WELLS:

No well shall be dug or drilled on the property except with the written approval of **THE VENDOR**.

20. FURTHER COVENANT:

On any conveyance or other assignment or transfer of the Property from **THE PURCHASER, THE PURCHASER** must provide the assignee or transferee of the Property with a covenant to observe and perform the covenant restrictions and stipulations herein contained, and on such conveyance **THE PURCHASER** shall supply **THE VENDOR** with a copy of the Deed of Conveyance or other assignment and shall communicate to **THE VENDOR** the present postal address of such assignee and the assignee's agent in Saint Lucia should the assignee reside abroad.