

## **RESTRICTIVE COVENANTS**

A restrictive covenant is a legal obligation imposed in a Deed or Agreement by the Seller (of land) upon the Buyer of real estate to do or not to do something.

A restrictive covenant may also be in the form of a clause in a Contract/Agreement that requires one party to do or refrain from doing of certain things, such as by forbidding commercial use, or restricting the breeding of certain animals.

## **RESTRICTIVE COVENANTS**

### **WOODLANDS**

1. Taxes may be paid either directly to Seller who agrees to pay the same to the governing municipality without any additional fee, or directly to the governing municipality by Buyer at the option of Buyer.
2. The additional footage cannot be used for building purposes and must be maintained as parking.
3. 10,000 square feet shall be the minimum area on which a dwelling house may be erected; no more than one dwelling house, plus related garage and servants' quarters shall be erected on each 10,000 square feet of land.
4. No dwelling house of less than 750 square feet inclusive of porch, any open area, and any servants' quarters shall be erected on any lot regardless of size.
5. No tent, trailer, caravan, shack, garage or other temporary structure shall be erected on or brought upon the premises for use as a residence.
6. No portion of the premises shall be used to keep, breed or harbor any livestock, poultry or animals, save and except cats, dogs, or other household pets.

7. No multiple dwelling, business or commercial structure or building shall be erected on the premises, nor shall any portion of the premises be used or allowed to be used for any purpose other than a dwelling.
8. Montserrat Real Estate Company Limited is restricted from subdividing and selling lots in the area marked as Parks on the plot.

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## **RESTRICTIVE COVENANTS**

### **OLVESTON**

1. 10,000 square feet shall be the minimum area on which a dwelling house may be erected; no more than one dwelling house, plus related garage and servants' quarters shall be erected on each 10,000 square feet of land.
2. No dwelling house of less than 750 square feet, exclusive of porch, any open area, and any servants' quarters, shall be erected on any lot regardless of size.
3. No tent, trailer, caravan, shack, garage or other temporary structure shall be erected on or brought upon the premises for use as a residence.
4. No portion of the premises shall be used to keep, breed or harbor any livestock, poultry or animals, save and except cats, dogs, or other household pets.
5. No multiple dwelling, business or commercial structure or building shall be erected on the premises, nor shall any portion of the premises be used or allowed to be used for any purpose other than a dwelling.

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## **RESTRICTIVE COVENANTS**

### **OLD TOWNE**

1. Only one single-family residence and one private garage may be erected on the premises.
2. All buildings erected on the premises shall be of permanent construction and the residence shall occupy a ground space area of not less than 1,000 square feet, exclusive of garages, and/or servants' quarters; and no buildings shall be constructed on the premises nearer than 25 feet to the front or rear lot lines or nearer than 25 feet from the side boundary lines thereof without the written approval of the Montserrat Real Estate Company Limited.
3. No unlawful or offensive use, or any use that might constitute a nuisance shall be made of or permitted upon the premises or any part thereof.
4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence either temporarily, or permanently.
5. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, without the written approval of the Montserrat Real Estate Company Limited, except pet dogs, cats or other household pets may be raised providing that they are not kept, bred or maintained for any commercial purposes.
6. No lot shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers.
7. No lot may be subdivided unless approved by the Montserrat Real Estate Company Limited in writing.
8. Said lots shall be used for residential purposes only unless approved by the Montserrat Real Estate Company Limited in writing.
9. No sign of any kind shall be displayed to the public view except a

professional sign of not more than one square foot area or a sign of not more than 5 square feet area advertising the property for sale or rent.

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## **RESTRICTIVE COVENANTS**

### **ISLES BAY**

1. 15,000 square feet shall be the minimum area on which a dwelling house may be erected; no more than one dwelling house, plus related garage and servants' quarters shall be erected on each 15,000 square feet of land.
  2. No dwelling house of less than 1,000 square feet, exclusive of porch, any open area, and any servants' quarters, shall be erected on any lot regardless of size.
  3. No tent, trailer, caravan, shack, garage or other temporary structure shall be erected on or brought upon the premises for use as a residence.
  4. No portion of the premises shall be used to keep, breed or harbor any livestock, poultry or animals, save and except cats, dogs, or other household pets for non-commercial purposes.
  5. No multiple dwelling, business or commercial structure or building shall be erected on the premises, nor shall any portion of the premises be used or allowed to be used for any purpose other than a private dwelling house.
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## **RESTRICTIVE COVENANTS**

### **DRUMMONDS**

1. Only one residential dwelling house may be erected on the premises.
  2. No unlawful or offensive use or any use that might constitute a nuisance shall be made of or permitted upon the premises or any part thereof.
  3. No tent, trailer, shack, garage or other temporary structure shall be erected on or brought upon the premises.
  4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except for pet dogs, cats or other household pets that may be raised providing that they are not kept, bred or maintained for any commercial purposes.
  5. No lot may be used or maintained as a dumping ground or storage for rubbish, trash, garbage, derelict vehicles; and other waste shall not be kept except in sanitary containers.
  6. No lot may be subdivided unless approval is obtained in writing from the Government of Montserrat or its approved agency responsible for lands.
  7. No portion of the premises shall be used or allowed to be used for any purpose other than a dwelling unless prior written approval was obtained from the Planning and Development Authority.
  8. All purchasers of duplex unit(s) shall repair and maintain any party wall(s) and or common roof(s) forming part of the demised premises and shall keep the same in a state of good repair.
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## **RESTRICTIVE COVENANTS**

### **LOOKOUT DEVELOPMENT**

1. Only one residential dwelling house may be erected on the premises.
  2. No unlawful or offensive use or any use that might constitute a nuisance shall be made of or permitted upon the premises or any part thereof.
  3. No tent, trailer, shack, garage or other temporary structure shall be erected on or brought upon the premises.
  4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except for pet dogs, cats or other household pets that may be raised providing that they are not kept, bred or maintained for any commercial purposes.
  5. No lot may be used or maintained as a dumping ground or storage for rubbish, trash, garbage, derelict vehicles; and other waste shall not be kept except in sanitary containers.
  6. The purchaser must not allow the garden and other land within the lot not occupied by the buildings to become overgrown and must keep such areas in a clean, tidy and proper condition.
  7. No lot may be subdivided unless approval is obtained in writing from the Government of Montserrat or its approved agency responsible for lands.
  8. No portion of the premises shall be used or allowed to be used for any purpose other than a dwelling unless prior written approval was obtained from the Planning and Development Authority.
  9. All purchasers of duplex unit(s) shall repair and maintain any party wall(s) and or common roof(s) forming part of the demised premises and shall keep the same in a state of good repair.
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## **RESTRICTIVE COVENANTS**

### **DAVY HILL & SHINNLAND DEVELOPMENTS**

1. Only one residential dwelling house may be erected on the premises.
  2. No unlawful or offensive use or any use that might constitute a nuisance shall be made of or permitted upon the premises or any part thereof.
  3. No tent, trailer, shack, garage or other temporary structure shall be erected on or brought upon the premises.
  4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except for pet dogs, cats or other household pets that may be raised providing that they are not kept, bred or maintained for any commercial purposes.
  5. No lot may be used or maintained as a dumping ground or storage for rubbish, trash, garbage, derelict vehicles; and other waste shall not be kept except in sanitary containers.
  6. No lot may be subdivided unless approval is obtained in writing from the Government of Montserrat or its approved agency responsible for lands.
  7. No portion of the premises shall be used or allowed to be used for any purpose other than a dwelling unless prior written approval was obtained from the Planning and Development Authority.
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