

## **Restrictive Covenants**

**(10)(a)** *The Purchaser for himself and his successors in title hereby covenants with and for the benefit of the Vendor its successors in title and the registered proprietors for the time being of all residential lots included and delineated in the same registered survey plan as the said lot and for the purpose of the formation of a building scheme for the benefit of all the said residential lots as follows:*

- (i) The said lot shall not be divided into smaller lots for the purposes of building on or leasing selling or otherwise disposing of any such smaller lots and shall not be amalgamated with any other lot or lots or part of a lot in the said subdivision to form a block of land for re-subdivision into smaller lots for any of the said purposes.*
- (ii) No temporary building of any kind (including any tent or trailer used for sleeping accommodation) shall be built or allowed to remain on the said lot except temporary sheds or workshops intended to be and used only for the works incidental to the erection of any permanent building thereon.*
- (iii) No building or structure of any kind shall be built and erected constructed placed enlarged or altered on in or about the said lot unless designed by an architect duly registered under the Architect Act and approved by the Vendor or until detailed plans and specifications therefor and the proposed type of construction and the proposed location of the building or structure and the driveways and automobile parking areas upon the said lot shall have been submitted to the Vendor at his office in Suva or at such other place in Fiji as the Vendor may hereafter specify and shall have been approved by the Vendor in writing such plans and specifications to be returned by the Vendor with notification of its approval or disapproval by posting or delivering the same to the purchaser not later than the 30<sup>th</sup> day after the Vendor's receipt of the plans and specifications.*
- (iv) No second-hand or used materials shall be incorporated in the construction of any building or structure erected on the said lot except temporary sheds or workshops intended to be used only for the works incidental to the erection to any permanent building thereon.*
- (v) Not more than one private residence or dwelling-house designed for occupation by one family only with accessory outbuildings of the nature of detached servants quarters, tool shed, garage and swimming pool dressing rooms shall be built on the said lot and no such building or buildings shall be constructed at distances of less than thirty feet from the front boundary, thirty feet from the rear boundary and ten feet from each of the side boundaries of the said lot without the prior written approval of the Vendor.*
- (vi) No private residence or dwelling-house with an interior floor area of less than nine hundred square feet shall be built on the said lot and the areas comprised in garage, carports, porches, verandahs, patios and outside terraces forming part of the said residence or dwelling-house and in outbuildings shall not be taken into account in calculating such minimum floor area.*
- (vii) No trade manufacture business or commercial undertakings (including the business of a guest house proprietor boarding-house keeper or hotel or motel operator) and no profession other than the profession of a medical practitioner a lawyer or a dentist shall be carried on the said lot.*
- (viii) No placard sign, billboard, signboard or other advertising device of any kind shall be erected or displayed on or about the said lot without the prior written approval of the Vendor.*

No swine, cows, goats, poultry, horses or objectionable animals or creatures shall be kept raised or maintained on the said lot provided always that dogs and cats kept as pets shall not be deemed to be objectionable animal