

Other Special Conditions

Article 14

Sabadeco shall impose on the buyer no other personal obligations other than the following:

- a) The buyer shall be bound to the terms and conditions of the attached subdivision plan, of which the property sold forms a part.
- b) The property sold shall not be subdivided.
- c) The property sold shall be used exclusively for the construction thereon of one (1) residence (hereinafter called the "dwelling-house").
- d) The dwelling house shall have a constructed surface area of at least two hundred square meters (200 m²). Garages, carports, servant quarters, toolsheds, and the like shall form one whole with the dwelling.
- e) The roof covering of the dwelling house shall not consist of sun-reflecting materials, such as unpainted zinc or aluminum sheets. Solar panels for the generation of electricity may be placed on the roof provided they face the sea (south-westerly direction) so that they are not in the view of lots located behind or uphill from the dwelling house. Solar heaters must be built into the roof with a window frame to look like a roof window. On flat roofs airconditioning equipment and solar panels must be hidden from view of the other lots. The height of walls or other screening material used to hide roof top equipment from view is included in the determination of the height of the dwelling house with regard to the provision of article g below.
- f) The dwelling house shall be built with observance of the setbacks of seven meters on the street side of the house and three meters with the property boundaries on the side and in the back as determined by the seller and known to the buyer. Under "setback" is herewith to be understood the imaginary line as indicated on the subdivision plan, which counting from the center of the property sold, may not be exceeded by structures forming part of the dwelling house. In case a swimming pool is constructed on the property sold, the term "dwelling house" also includes the swimming pool. Under "structures forming part of the dwelling-house" , are herewith not included fences, driveways, garden paths, steps and ladders, while roof-eaves, gutters, terraces, covered as well as non-covered balconies, awnings and facade decorations may not exceed the setback with more than fifty centimeters (50 cm).
- g) The dwelling-house shall not exceed the height as mentioned in the attached list. For the determination of heights above "Normaal Middenstands Peil" (Normal Mean Sea Level), as determined by the Cadastre of the Netherlands Antilles, the seller will indicate one or more reference points.
- h) On the side facing the road and on the adjoining first three meters on the side of the adjacent properties the property enclosure shall not exceed a height of one meter and fifty centimeters (1.50 m). On the sides not facing the road, the enclosure may not exceed a height of two (2) meters. The property wall must have openings at ground level so that rainwater can run off over the property and is not deviated onto the roads
- i) Without the prior consent of the seller, structures for which no building permit shall be required under government regulations, shall not be erected on the property sold.
- j) Without prior approval of the seller buyer may not commence construction before the infrastructure has been completed. Seller will notify buyer when it is permitted to start construction. The property sold may not be left fallow for more than three (3) months after it has been cleared or graded for building.
- k) No profession shall be exercised and no business shall be conducted on the property sold, nor shall any public religious, semi religious or ideological

services or assemblies be held on same on a regular basis. For the purpose of this article For the purpose of this article 14.k. conduct of business includes the rental, or the use by others under any other title, of the property for recreational or tourist purposes. Longer term rental or lease of the entire property is allowed, as are "house swaps" and use by family members and personal friends. Rental of parts the property such as rooms or apartments is never permitted.

l) The property sold shall not be used as a warehouse or dump, and, except for the construction period, no refuse, useless or unused, vehicles or boats, campers, caravans and vessels, containers or building materials shall be left thereon. Nor shall it be allowed to place or hang advertising or announcement boards, banners, flags or vanes, including such which are used for the purpose of selling or renting of the sold property.

m) During construction of the dwelling the following rules shall be observed by the buyer:

- All transport to and from the building site of materials and labor must take place via the main road of Crown West and not via the residential neighborhood Crown Terrace.
- Construction hours will be limited to 7:30 AM – 5:00 PM Monday through Friday. This includes deliveries.
- Each construction site will have a portable toilet available for the construction workers as well as a garbage dumpster.
- The road and shoulders in front of the construction site will be kept free of garbage and concrete
- Buyer shall not damage or foul the road shoulders, green areas adjoining the sold property and the vegetation thereof, as well as the adjoining construction parcels and the vegetation thereon, and shall not dump refuse or garbage thereon/therein, nor shall place thereon construction materials, vehicle or vessels, containers, construction sheds or other objects.
- Buyer will incorporate these rules in his construction agreement with the builder.

n) No livestock - be this cattle or small stock - shall be kept on the property sold, except for small pets. For the purpose hereof, pets shall not include horses, cows, donkeys, pigs, goats, sheep and poultry.

o) No windmills shall be put up on the property sold, nor shall antenna dishes be placed on masts or towers.

p) Air-cooling apparatus, trash cans, gas cylinders, boilers, water heaters, television antennas, antenna dishes, solar panels, clothes lines, vessels and trailers shall not be visible from the lots and roads adjoining the property sold.

q) Exterior lighting of the dwelling-house, and on the property sold, shall be aimed and/or shaded in such a manner that as a result only the dwelling house or the property sold shall be lit and no nuisance is caused to third parties.

r) The buyer shall provide the dwelling-house with a good coat of plaster and paint where applicable, and shall decently maintain such plastering and painting.

s) Waste water of the dwelling-house shall be drained into concrete or fiberglass septic tanks, with at least four (4) chambers. It shall be permitted for plants to be watered with effluent from the septic tank, provided that the odor of this water does not cause a nuisance to the adjacent lots. Excess effluent from the septic tank may be not drained via a "leaching hole" or field.

t) The property sold shall have off-street parking.

u) 40% of the terrain within the set backs ("bouwvlak") may not be build upon and must remain open to the sky. Of this, no more than twenty five percent (25%) may be covered with a hard finish such as concrete, asphalt or other nonporous material.

v) Supply cables for electricity, telephone and television shall be installed underground from the boundary of the property sold to the dwelling-house.

w) As long as the buyer has a real title to the property sold, he shall maintain his membership of the aforementioned association of owners, and this with observance of the articles and rules of the said association, as known to the buyer. Buyer accepts that he will have to pay contributions to the Owners Association to pay his proportional share of the costs of the association, including the costs of maintaining community security.

x) The said membership shall terminate only through the alienation by the buyer of the real enjoyment of the property sold.

y) The seller and the association of owners have constituted a committee of supervision, which will be in charge of the prior approval of the building plans of the dwelling-house as well as with the prior approval of the eventual building structures for which no building permit is required and with the supervision on the fulfillment by the buyer of his obligations resulting from the paragraphs a., c., d., e., f., g., h., i., j., k., t., u., v. and w. of this article 5. For the written approval of the building plans of the dwelling-house as meant herein before, buyer shall submit to the committee of supervision a full set of drawings together with a payment of three hundred Netherlands Antilles Guilders (Naf. 300.--) to the committee. Buyer shall comply with the indications and approvals of the committee of supervision.

In case of violation of any or more of the stipulations of paragraph 2 of this article 5, the violator shall incur in favor of the aforesaid owners association, a fine payable at once, as regards the above stipulations in paragraph 2 of this article 5 sub b., c., d., g., and h. of two hundred thousand guilders (Naf 200,000.--) for each violation, and as regards the other stipulations of paragraph 2 of this article 5, of one thousand guilders (Naf. 1,000.--) for each violation, and for each day or part thereof during which such violation shall last, without prejudice to the right of the owners' association - to cause the item(s) constituting the violation of any such stipulation to be removed at buyer's expense. The buyer and his successive acquirers of real right of enjoyment shall be liable in respect of violations committed during their real enjoyment, regardless of the defaulting party. The buyer and his successive acquirers of real right of enjoyment shall be in default through the mere fact of violation, without any notice of default being required. In case of any alienation of the real right of enjoyment of the property sold, the stipulations contained in paragraph 2 of this article 5 shall be imposed upon the new acquirer of the real right of enjoyment, and shall be stipulated and accepted in favor of the owners' association, and shall be included verbatim in any other deed of alienation, this on pain of a fine, payable at once, of two hundred thousand guilders (Naf 200,000.--) in favor of the owners' association, to the charge of the buyer and any successive acquirer of the real right of enjoyment who should fail to impose, stipulate or accept, as set forth above, or who should fail to cause such inclusion.