



COVENANTS

The covenants subject to which the Lots in Phases 1 and 2 will be sold are listed hereunder:-

(1) Every owner of each lot forming part of Phases 1 and 2 shall observe and perform the conditions, restrictions and stipulations of the Director of Planning and Development contained in his letter of permission dated September 19, 2022 issued in respect of application to the Director of Planning and Development numbered 0260/02/2022D and all other permissions of the Director of Planning and Development issued in respect of Phases 1 and 2 insofar as the same are to be kept observed and performed by the owner of any lot forming part of the Phases 1 and 2 and shall indemnify the Vendor and the Association against any breach in relation thereto.

(2) No lot owner shall prevent or hinder any public utility company from having access at all times to the lot or to the Common Property for the purposes of installation maintenance repair and inspection of its services or equipment thereto or thereon.

(3) (i) Not at any time to erect or cause or permit to be erected any building or erection other than that of a freehold construction comprising of a single private dwellinghouse which shall not exceed two stories in height being substantially of stone or masonry construction at a cost (exclusive of the cost of the lot and the boundary walls gates and fences) of not less than \$500,000.00 on any lot other than lot 96 and lot 76.

(i) Construction of the dwellinghouse on the lot shall be completed within twenty-four (24) months of commencement of construction and the exterior of the dwellinghouse on the lot shall be rendered and painted or otherwise finished to a high standard with paint coral render trowel plastic or similar material within sixty (60) days thereafter.

(ii) Not to construct erect or cause or permit to be constructed or erected on lot 96 any buildings or erections other than a multi-unit condominium building or a townhouse complex together with ancillary facilities thereto which buildings or erections shall not exceed two stories in height and being substantially of stone or masonry construction and in the case of townhouses at a cost (exclusive of the cost of the lot and the boundary walls gates and fences) of not less than \$500,000.00.

(iii) Not to construct erect or cause or permit to be constructed or erected on lot 76 any buildings or erections other than a private clubhouse together with ancillary facilities thereto which buildings or erections shall not exceed two stories in height and being substantially of stone or masonry construction.

(4) No such dwellinghouse, condominium unit or townhouse shall be used or occupied or

permitted to be used or occupied except as a private dwellinghouse, condominium unit or townhouse by the owner, the owner's family, guests or tenants of such dwellinghouse, condominium unit or townhouse.

(5) The lot owner must at all times maintain the dwellinghouse, condominium unit or townhouse in good and substantial repair and condition.

(6) No lot owner of a lot which includes Green Space shall erect or permit to be erected on the Green Space any building or structure whatsoever except a green chain-link fence around the perimeter of the Green Space which should not be of a greater height than five (5) feet above the surface of the land. The lot owner of a lot which includes Green Space may only use the land forming part of the Green Space for the purpose of a lawn and as such to cultivate the same by planting grass, shrubs, plants and trees thereon.

(7) No trade or business of any kind shall be carried on or permitted to be carried on on any lot or any part of Phases 1 and 2 by the owner of any lot provided however that the rental of any dwellinghouse, condominium unit or townhouse by the owner of any lot shall not be deemed to be carrying on of any trade or business.

(8) No lot shall be further sub-divided other than lot 96.

(9) Not to use or cause or permit to be used lot 76 other than as a private clubhouse with associated recreational facilities and amenities for the use of the owners of any lot, condominium unit or townhouse in Ridgelands Development.

(10) (i) No building or any alterations or additions thereto shall be constructed or made other than in accordance with detailed plans and specifications prepared and certified by a qualified architect that has been approved by the Vendor and/or the Association such plans and specifications shall be submitted to the Vendor and the Association for approval prior to the commencement of any construction or renovations to the exterior of any building. The Vendor and/or the Association may request further information relating to the construction in considering the submissions.

(ii) The owner of the lot shall be responsible for obtaining the permission of any governmental or regulatory authority for permission to make any construction, addition, alteration or improvement in or to any building on a lot as aforesaid. In particular, no building or any alterations or additions to any lot shall be carried out without prior grant of permission by the Director of Planning and Development on an application made in that behalf and any conditions contained in any such permission must be strictly observed.

(11) No owner of any lot shall make or permit to be made any structural modifications or modifications or alterations of any kind which would affect any other lot or any part of the Common Property or any other part of Phases 1 and 2 of the Ridgelands Development without the previous consent in writing of the Vendor and/or the Association and any permission as required by the Director of Planning and Development.

(12) No fence or wall shall be constructed on a lot that is not of a material, layout and design approved by the Vendor and/or the Association. No galvanized fence shall be constructed on any part of any lot. No such boundary fence or wall erected on any lot or parcel of land comprised in Phases 1 and 2 of Ridgelands Development (save for the Green Space) shall be of a greater height than four (4) feet above the surface of any such lot.

(13) All lot owners shall repair and maintain any area or any carriageway including the verge which is included in the lot, and shall not permit such area to fall into a state of disrepair.

(14) No hedges, shrubs, trees or plants other than grass shall be grown on the verge forming part of the road reserve.

(15) No lot forming part of Phases 1 and 2 shall be permitted to become overgrown so as to be a nuisance to neighbouring lot owners.

(16) No clothing, household fabrics or other articles of any description shall be hung, dried or aired on the lot in a manner which is visible from any roadway or any other lot in Phases 1 and 2.

(17) Apart from "For Sale" or "For Rent" signs, no signs, billboards, notices or other advertising matter of any kind shall be erected or permitted to remain on any part of any lot without the written consent of the Vendor and/or the Association first being obtained.

(18) No owner of any lot must hold or allow to be held any auction or sale in or upon the lot or any building thereon.

(19) Every owner of any lot shall promptly perform any maintenance or repair work on any building or construction within the owner's lot which if omitted would in the opinion of the Vendor and/or the Association adversely affect the building or the buildings on the neighbouring lots or the Common Property or any part of Phases 1 and 2. Such owner shall be expressly liable for any damage or liability which may result from the owner's failure to do so whether or not the Vendor and/or the Association has notified the lot owner of the requirement to perform such maintenance or repair work.

(20) No materials shall be used in the carrying out of renovations, alternations, modifications repairs or maintenance to the buildings except such as are of a similar type and quality to those used in the original construction.

(21) No owner of any lot shall throw refuse out of the window of a building or from any terrace or balcony on the owner's lot.

(22) No portion of any lot shall be used, in whole or in part, for the storage of any property, matter, equipment or anything that will cause it to appear to be in an unclean or untidy condition.

(23) All lawns or gardens forming part of a lot shall be kept in a neat and tidy condition.

(24) No hazardous materials, gasoline or other fuel, rubbish, trash, garbage or other waste material shall be kept or permitted on the lot, neither shall any odour or nuisance be permitted to arise therefrom so as to render the lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other lot in the vicinity thereof or to its occupants or to the Common Property.

(25) No television antenna, tower or similar structure or appurtenances thereto shall be erected on any lot forming part of Phases 1 and 2 or fastened to any building thereon except as approved in writing by the Vendor and/or the Association.

(26) No instrument or other device shall be used within a building on a lot or on the Common

Property which in the opinion of the Vendor and/or the Association causes a disturbance or interference to the owners of any other lots. The Vendor and or the Association may specify the hours within which the playing of any instrument, radio, television or instrument for the reproduction of sound be permitted.

(27) No owner of any lot shall cause any noise to be made or anything to be done that will interfere unreasonably with the quiet enjoyment of a lot or the Common Property.

(28) Not to keep, raise or breed upon any lot or the Common Property any birds, reptiles, wildlife, livestock or animals other than dogs and cats and provided only that the keeping of any such dogs or cats does not create a nuisance to other lot owners in Phases 1 and 2. The number of such dogs or cats shall not exceed four (4) in number and must not be allowed to trespass on any other lot or the Common Property.

(29) No owner of any lot shall do anything or permit anything to be done that will further increase the risk of fire or the rate of fire insurance on the building on the owner's lot or of the buildings on any lot in Phases 1 and 2 of Ridgeland's Development or of the buildings and erections on the Common Property.

(30) No owner shall burn or permit to be burnt garden or household refuse or any other materials on the lot.

(31) An owner of lot who mortgages his lot shall notify the Vendor and/or the Association in writing of the name and address of the mortgagee.

(32) On the sale of a lot, particulars of the sale shall be forthwith notified to the Vendor and/or the Association in writing.

(33) Every lot owner must comply with the Articles and By-laws of the Association and any Rules and Regulations made by the Vendor and/or the Association (including any amendments, variations, supplements and replacements to the said Articles, By-laws and Rules and Regulations). Each lot owner shall be responsible for ensuring such compliance by his or her family, guests or tenants.

(34) No owner of any lot shall be permitted to sell and convey a lot until the owner shall have paid in full to the Association all unpaid common expenses assessed by the Association against the lot.