

BYE-LAWS FOR EDLORM VILLAS ESTATES

THIS byelaw is agreed to between Edlorm Estate Management Limited (hereinafter referred to as EEML) and the Owner/Occupant whose name and signature appears at the end of this Agreement.

1. MAINTENANCE OF PREMISES

- (i) Owners/Occupiers shall be responsible for maintaining their demised premises and its surroundings in a sanitary condition and for ensuring that their families, domestic staff, agents or visitors living or visiting the Estate, also conduct themselves and maintain the premises and surroundings in a hygienic and proper manner.
- (ii) Owners/Occupiers within one (1) month of handing over of their properties to them shall landscape their demised premises to avoid the growth of weeds which are likely to be breeding grounds for reptiles that may be a nuisance to owners of adjoining premises.
- (iii) Owners/Occupiers shall ensure that their demised premises are kept free from undue growth of grass, weeds or other unsightly vegetation growth and their gardens well manicured. The demised premises shall generally be clean and tidy and kept free of all debris.
- (iv) Owners/Occupiers shall keep the external walls of their demised premises clean at all times and paint them on regular basis. It is incumbent upon Owners/Occupiers to ensure the maintenance of the general colour scheme within the Estate.
- (v) Owners/Occupiers shall not change the colour of the exterior of their demised premises.

2. USE OF PREMISES

- (i) Owners/Occupiers shall not engage in any trading or commercial activity in any of the demised premises in the Estate.
- (ii) Owners/Occupiers shall not use their demised premises or any part thereof at any time for the purpose of carrying on any business profession or trade of any kind and in particular, shall not operate a shop, discotheque, club of any sort of entertainment facility for commercial purposes.
- (iii) Owners/Occupiers shall ensure that no domestic staff or other person under the Occupier's control engages in selling or hawking on the demised premises or around the neighbourhood of the Estate.

- (iv) Owners/Occupiers shall not create any stores, shops, kiosks, for any purpose on their demised premises nor create market stalls and/or market places at the common places within the Estate
- (v) Owners/Occupiers shall not erect any signs, billboards or place any posters on any part of their demised premises except (a) when offering a property or residence for sale or for lease, not more than one (1) professionally Lettered “For Sale” or “For Rent” sign consistent with the Community-Wide Standard and having a maximum area of three (4) square feet, (b) professional security signs consistent with the Community-Wide Standard, (c) any signs required by legal proceedings, and (d) signs erected by EEML. Notwithstanding the foregoing. EEML shall have the right to erect reasonable and appropriate signs.
- (vi) Any unauthorised structure erected on any part of the Estate including the demised premises shall be demolished forthwith or removed on notice and costs thereof surcharged to the offending Owner(s)/Occupier(s).

3. MAINTENANCE OF COMMON AREAS

- (i) No empty bottles, empty cans, spare parts of vehicles, articulated trucks or other trucks, derelict vehicles or any other articles which presence may be an eyesore or otherwise unpleasant in the neighbourhood shall be placed, parked or allowed on the roads, pavements, sidewalks or common areas within the Estate.
- (ii) No deposits of aggregate, stones, sand, blacksoil etc shall be placed on any roads, pavements, sidewalks, lawns or any common place in the Estate.
- (iii) No posters, bills, placards, paper sheets or other materials used for advertisements shall be posted or stuck on any walls, trees or fixtures. In particular, families, domestic staff, agents and visitors shall refrain from making graffiti on any walls in the Estate. Any persons caught doing such act or acts shall be dealt with severely in accordance with law.
- (iv) Owners/Occupiers shall neither trim nor cut any tree that has been planted by EEML nor tamper with the lawns in front of their demised premises or any common place within the Estate. Where a tree has overgrown into an Owner’s/Occupiers’s demised premises and causes obstruction to the Owners/Occupiers, the Owners/Occupiers shall immediately report such obstruction to EEML.

4. SANITATION

- (i) Owners/Occupiers shall ensure that their demised premises are kept free from empty bottles, tins and refuse containers, likely to provide breeding

grounds for mosquitoes, flies and other insects or vermin in the neighbourhood.

- (ii) Owners/Occupiers shall ensure that no pools or waste water collect on their demised premises or create a nuisance. The Owners/Occupiers is responsible for ensuring that no mosquito breeding occurs anywhere on his/her demised premises.
- (iii) Proper dustbins on wheels are to be used as receptacles for solid refuse only and shall be kept well covered at all times. EEML shall arrange with a Waste Management Company or by itself for dustbins to be emptied twice a week from identified points within the Estate. Where the Waste Management Company fails to provide this service on the designated days Owners/Occupiers shall inform the EEML office immediately.
- (iv) The dustbins shall be placed in the driveways of the demised premises and not on the sidewalks or roads.
- (v) Owners/Occupiers shall not cause or place or permit to be placed any carrion, filth, dirt, refuse or any offensive or unwholesome matter on any street, open space, or enclosure in the neighbourhood within the Estate.
- (vi) Any person caught in violation of section (v) above including throwing litter, refuse or other matter around the Estate which may cause nuisance or block the free passage of water running into drains shall be dealt with severely in accordance with law.

5. NUISANCE

- (i) Owners/Occupiers shall ensure that neither they, their families, domestic staff, agents nor visitors conduct any unlawful, noxious, immoral or offensive activities on any of the demised premises nor shall anything be done therein either wilfully or negligently which shall be or become a nuisance or annoyance to any neighbouring residents within the Estate.
- (ii) Owners/Occupiers shall ensure that neither they, their families, domestic staff, agents nor visitors create a nuisance in the neighbourhood of the Estate by reason of undue noise, however, caused vocally or by any wireless, sound system or other instrument.
- (iii) Owners/Occupiers shall not operate or permit the operation of any machines, appliances, accessories or equipment in such manner as to cause, in the judgement of neighbours and/or EEML and/or ¹the Homeowners' Council, an unreasonable disturbance to others.

¹the Homeowners' Council – refers to the governing council of the Homeowners' Association which shall be created for the Edlorm Villas Estates Owners/Occupiers in due course.

- (iv) Owners/Occupiers shall not cause noxious smells such as burning of rubbish or other such nuisance to the detriment of occupiers of adjoining premises or the people in the neighbourhood.
- (v) The cultivation of food crops of any sort, such as corn, cassava and plantain on the demised premises is strictly prohibited as this may cause a nuisance to occupiers of adjoining premises.
- (vi) Owners/Occupiers shall not keep or have on their demised premises any article or item of dangerous, inflammable or explosive character that might unreasonably increase the danger of fire on the demised premises and spread to adjoining premises in the Estate.
- (vii) Honking of vehicle horns within the Estate should be restricted to the barest minimum, and shall not be allowed after 10:00pm.
- (viii) Generally no sound, sound system or noise of any kind that is noisome and disturbs the peace of any neighbour or the community shall be permitted. Any sound should be restricted within the premises or if without should be lower than 50 decibels. No noise of any sort shall be permitted after 10:00pm and before 5:00am each day. Places shall be made available for the hosting of social events that admits the use of sound systems or public address systems without disturbing the quiet enjoyment of residents.

6. CONTROL OF PETS

- (i) Owners/Occupiers may keep household pets, which shall include dogs, cats, and other pets on their demised premises so long only as they do not constitute a nuisance to other residents in the Estate.
- (ii) Owners/Occupiers shall inform EEML from time to time about the type and number of pets they keep only for purpose of identification and safety.
- (iii) Pet owners shall be required to have their pets inoculated once every year against rabies at the Department of Animal Health/Veterinary Services and obtain a certificate to that effect in consonance with regulations of the Ministry of Agriculture and produce evidence of such inoculation when required to provide same.
- (iv) Household pets shall not be allowed unattended outside the demised premises if said pet is a nuisance to surrounding residents or the neighbourhood. If a pet is taken off the Owners/Occupiers demised premises, the pet must be on a leash. Animals shall not be allowed to run loose.

- (v) Owners of household pets shall clean up after their pets and shall be responsible to repair and to pay for any damage caused by the animal. Owners/Occupiers shall likewise be responsible for and subject to these provisions for the household pets of their guests.

7. KEEPING OF ANIMALS

- (i) No animals, livestock or poultry of any kind shall be raised, bred or kept on any demised premises. For avoidance of doubt, animals and livestock shall include goats, sheep, swine and donkeys and poultry shall include domestic fowls, turkeys, geese, ducks, guinea fowls and pigeons.
- (ii) EEML shall, at the cost of offending Owners/Occupiers, seize and impound any animal, livestock or poultry found straying in the Estate.
- (iii) Owners/Occupiers of any house into which an animal, livestock or poultry strays, may at his discretion seize them and surrender them to EEML or arrange for EEML to take possession of them.
- (iv) EEML shall not be liable for any animals or poultry that may die after they have been seized and impounded.

8. RIGHT OF INSPECTION

- (i) An Officer of EEML, together with a Medical Officer of Health, Sanitary Superintendent/Sanitary Inspector of the Metropolitan Assembly presiding over the Estate, shall have power of entry to inspect any demised premises from 6:00am – 6:00pm in which the Management Body has reason to believe that unauthorised pets, poultry or animals are being kept to enforce any Bye-laws in this Declaration.

9. PERMITS

- (i) Owners/Occupiers shall first obtain permits from Estates before doing any landscaping works within their demised premises that shall significantly modify the constructional and horticultural works already done by EEML.
- (ii) Owners/Occupiers shall not make any alterations or construct any buildings or make other improvements or extensions to their demised premises, including security guard and generator houses, and carports without the prior written consent of EEML such consent which shall permit minor alterations without changing the architectural plan of EEML will not to be unreasonably withheld.

- (iii) Additions or changes to the exterior walls are prohibited. Any necessary alterations which must not change the architectural plans of the estates must first be approved by Estates.
- (iv) All structures to be erected shall comply with all government regulations including zoning and building codes and regulations of EEML.
- (v) Improvement/extension works shall be finished so as to blend visually with the general character of the neighbourhood including maintaining the general colour scheme.
- (vi) Extension works shall only be permit on house types that are constructed and described as expandable, thus permitting extensions without changing the architectural plan of same.

10. SERVICE CHARGE

- (i) All Owners/Occupiers shall be liable to pay monthly Service Charge to EEML. The Service Charge shall be calculated and payable in a manner as agreed with the Homeowners' Council and the rates shall be reviewed from time to time in accordance with current market rates.
- (ii) All Owners/Occupiers who refuse, fail or neglect to promptly make their monthly Service Charge shall be liable to sanctions since their actions shall cause inconveniences including health hazards to their neighbours and bring the entire Edlorm Villas Estate to disrepute.
- (iii) All Owners/Occupiers shall also be charged a service charge which shall be added to the Service Charge in paragraph10(i) herein for the provision of alternative electricity through the provision of an Electric Generator for the common use of Owners/Occupiers in the event of a power outage.

11. LIABILITY FOR DAMAGE TO COMMON ELEMENTS

- (i) Each Owners/Occupiers in the Estate shall be liable for the expense of any maintenance, repair or replacement of any of the common elements that EEML, is ordinarily responsible to maintain in the Estate, which is rendered necessary by his act, neglect, or carelessness or by the act, neglect or carelessness of any person determined to be a member of his family, domestic staff, agent, or visitor.

12. QUIET ENJOYMENT

- (i) These Bye-Laws shall run with and bind the entire premises in the Estate so as to insure Owners/Occupiers full enjoyment and benefit of their property.

13. NOTICE

- (i) Any notice required to be given to any Owners/Occupiers under provision of these Bye-Laws shall be deemed to have been properly given if said notice was either sent by mail to the known address of the person or entity who appears as the owner on the records of Owners/Occupiers or personally delivered to the last known address at the time of such delivery.

14. AMENDMENTS

- (i) Without prejudice to any of the Bye-Laws, Rules & Regulations viz. the covenants, restrictions and conditions, and to any agreement that EEML may enter into with any Owners/Occupiers, EEML, in consultation with The Homeowners' Council Members, reserves the right of amending from time to time, as may be found necessary, any of the Rules & Regulations herein laid down.

15. INTERPRETATION/APPLICATION

- (i) Any questions arising out of the interpretation or application of this Declaration shall be referred to the office of the Managing Director of EEML, and in consultation with the Homeowners' Council Members, the determination thereof shall be final and binding on each and all such members of EEML.

16. DISPUTE SETTLEMENT

The growth and success of the Residential Property as a community in which people enjoy living, returning from work, and playing requires good faith efforts to resolve disputes amicably, attention to and understanding of relationships within the community and with neighbours, and protection of the rights of others who have an interest in the community.

In the event of the violation of the rules and regulations herein, an aggrieved party shall write to EEML and the matter shall be resolved first by mediation within seven (7) working days – as the party alleged to be in violation shall be invited and given the opportunity to be heard.

If there is no resolution of the matter, there shall be arbitration under the auspices of one mediator to be appointed by EEML who shall be a lawyer of at least ten (10) years standing and who shall determine a venue for the arbitration, who shall offer an award within seven (7) working days. This award shall be final.

We, the undersigned, state that we have received these Rules and Regulations, that

we have had the opportunity to read them, and that we understand them. We understand that these Rules are a part of our Lease, and we agree to comply fully with all of the requirements of our Lease, including these Byelaws, Rules and Regulations.

Dated: _____

Owner/Occupant/Resident:

Name: _____

Signature: _____

Title: _____

Address: _____

Witness: _____

Address: _____

Dated: _____

Edlorm Estate Management Limited:

Name: _____

Signature: _____

Title: _____

Address _____

Witness: _____

Address: _____

