

## **LITTLE BAY COUNTRY CLUB.**

### **RESTRICTIVE COVENANTS**

The land sold (hereinafter called "the said Lot") is subject to the terms of approval of the Hanover Parish Council as set out in its resolution approving the subdivision dated 12<sup>th</sup> July 2012 AND for the same consideration for himself, his heirs, personal representatives, transferees, successors in title, registered proprietor for the time being of the said Lot herein HEREBY COVENANTS with the Owner to the intent that the restrictive covenants shall run with the said Lot and shall bind his heirs, personal representatives, transferees, and successors in title as the registered proprietors for the time being of the said Lot, his heirs, personal representatives, transferees and successors in title and shall inure to the benefit of and be enforceable by the registered proprietors for the time being of the remaining land registered at Volume 1444 Folio 850, of the Register Book of Titles or any portion thereof comprised in the subdivision plan of part of Rutland Pen in the parish of Hanover approved by the Hanover Parish Council by resolution dated the 12<sup>th</sup> day of July, 2012, (hereinafter referred to as "the said subdivision plan") **THAT**

1. The registered proprietor shall not erect or permit to be erected or to remain any appliance, equipment, fixture or fitting of any kind whatsoever upon the said lot external to the said approved building or any part thereof and whether attached thereto or not save and except (a) awnings of the colour, type and design and (b) hurricane guard of the colour, type and design approved by Selective Homes (Negril) Limited its successor or assignee, (c) an earth receiving satellite antenna (satellite dish) of a maximum diameter of forty-eight inches and (d) a solar water heater and water tank, which should be mounted on the rear portion of the flat section of the roof for the townhouse and studio units or in the space and position designated by Selective Homes (Negril) Limited in the case of the villas, PROVIDED THAT in the instance of any such permitted appliance, equipment, fixture or fitting to be located on the roof, the said appliance, equipment, fixture or fitting shall not be put or affixed directly to the roof but instead be placed on a separate concrete slab or plinth which rests on the roof.
2. The registered proprietor shall not install or permit to be installed, any grill work or insect screen on the exterior of the approved building. All grill work must be installed on the interior of the town house unit and the design of such must be in accordance with the design approved by Selective Homes (Negril) Limited or Little Bay Country Club Limited.

3. The registered proprietor shall not be entitled to paint any external part of the approved building in a colour other than the original colour of the paint work thereof nor in any way to alter or change the exterior of the approved building, save and except:
  - a) Where the registered proprietor of an approved building intends to construct a patio deck and/or carport in accordance with the designs approved by Selective Homes (Negril) Limited, PROVIDED THAT the registered proprietor undertaking the approved construction shall abide by all the conditions/guidelines set out by Hanover Parish Council and Selective Homes (Negril) Limited, including inter alia:
    - i. Ensuring that the construction of a patio, deck and/or carport does not impede the free flow of storm waters to/from an approved adjacent approved building.
    - ii. By finishing or causing to be finished any exterior wall face with the same finish and in the same colour as an approved building and shall also be responsible for the costs of any retaining wall(s) and landscaping.
4. Any development of any lot within the sub-division must be submitted to the Local Planning Authority (Hanover Parish Council) in the form of an application with detailed drawings for approval before any such development is started.
5. The incorporation within the scheme of usable lands for non-residential needs of this sub-division as indicated on plans at lots 72, 153, 154, 155, 257, 158, 159, 160, 161 & 162. Such lands should be landscaped and otherwise developed and transferred to all the residential lot owners (in common ownership) and their titles so endorsed.
6. The Local Planning Authority being satisfied with the means of access to the lots.
7. No building or permanent structure should be erected less than 4.669 meter (15'-3") from the rear boundary (taken from the furthest part/balcony of the buildings) of lots abutting Norman Manley Boulevard (North Coast Highway) Reservation and 11.2m from the center line of reserved roads, respectively.
8. No new building of permanent structure shall be erected less than 3.05m from any drain or drain easement.

9. There shall be no vehicular ingress/egress from lots #22-63 and open space lot #161 and substation lot #164 onto the main road (North Coast Highway).
10. The reserved road shall be held as a private road to be maintained by the lot owners.
11. No building or other structure being erected within 45m (150'-0") from the high water mark, at the beach section of the property and 7.5m (25'-0") of the high water mark at the cliff section of the property, other than structures that are specifically pursuant to the National Resources Conservation Authority Act.
12. Surface drainage/storm water run-off on the subdivision shall be satisfactorily intercepted and disposed of by means conforming to the approved detailed surface drainage infrastructure plan.
13. Natural drainage unto the land being impeded.
14. No waste water or sullage water or affluent waste shall be permitted to be discharged from any lot on to any road or on to any adjoining land.
15. A water storage tank of minimum capacity of two Day supply shall be provided by the holder of each lot.
16. All gates and doors in or upon any fence or opening onto any road shall open inwards.
17. No sign or hoarding or other advertisement shall be erected on the land without the specific permission of the Local Planning Authority.
18. No fence, hedge, or other construction of any kind, tree or plant of a height of more than 1.37 meters (4'-6") above road level shall be permitted within 5.49 meters (18') of any road intersection.
19. There shall be no solid perimeter fencing (to include solid hedges) for the development that exceeds five (5) feet tall as stipulated in NEPA's environmental permit.
20. There shall be no further subdivision of lots 1 to 165.

21. No construction of jetties, docks and other such structures shall be permitted along the beach line adjacent to the area known as the Orange Bay Fish Sanctuary which fronts the entire development.
22. There shall be no modification, fishing and use of motorized and non-motorized watercraft within the foreshore, floor of the sea and water column of the sea within the boundaries of the Orange Bay Fish Sanctuary
23. Lot #156 shall be suitably landscaped and developed (construction with a permeable surface material to allow for infiltration of surface drainage/storm water runoff) as a car park by the applicant/developer and transferred to all residential owners (in common ownership) and their titles shall be so endorsed.
24. The registered proprietor will not transfer by sale or otherwise without first requiring the Purchaser from himself to enter into an agreement with Little Bay Country Club Limited its successor or assignee and contribute to the costs and expenses for the supply of services and the proper maintenance and upkeep of the lands in the sub-division reserved for open space, recreational and non-residential uses and roadways shown on the said sub-division plan.
25. The registered proprietor shall not erect or permit to be erected or to remain any fence or gate or other construction of any kind upon the said Lot other than a fence or gate, of the colour, type and sign approved by Selective Homes (Negril) Limited, its successors or assignee and in any event to a height not in excess of 2.13 metres above the ground to the side and rear of the approved building unit constructed on the said Lot and PROVIDED THAT the fence to be erected to the rear of the unit shall be a minimum of 1.22 metres from the rear boundary line, and for end units only, the fence to be erected to the side of the approved building shall be a minimum of .914 metres from the side boundary line and a minimum of 3.66 metres from the front wall of an approved building and the Road Authority shall have the right to enter upon the said Lot and to clean, repair, improve and maintain all or any of drains, gullies, water courses which may be thereon and remove, cut or trim any fence, edge or other construction and any tree or plant which may be erected, placed or grown upon the said Lot in contravention of the restrictive covenants without liability for any loss or damage therein arising and the registered proprietor of the said Lot shall pay to the Road Authority the costs incurred by reason of the matters aforesaid.
26. The registered proprietor shall not erect or permit to be erected a clothes line or any other structure for the purpose of drying clothes, save and except to the rear of an approved building on the said Lot and shall not

hang or display on or from any windows or other parts of the approved building laundry, washing, clothes, bedding and other materials or articles.

27. If the registered proprietor intends to erect or permit to be erected a clothes line or any structure for the drying of clothes to the rear of the unit, then it is a precondition that the fencing aforesaid mentioned in Condition 18, must first be erected, and the top of the posts or supports for the clothes line or structure shall be at least six inches below the top of the fence.
28. No commercial truck, commercial van, bus, recreational vehicle, mobile home, motor home, camper, trailer, or similar vehicle (the "Prohibited Vehicles") may be kept overnight on the Lot. Prohibited Vehicles include, but are not limited to, those (i) bearing any advertising, logo, or other signs or having printed on the sides, front, or rear of same reference to any commercial undertaking or enterprise, or (ii) containing tool racks, saddle racks or other elements of a commercial nature. No vehicles shall be repaired within the Lot, except on an emergency basis. No vehicle shall be left within the said Lot for more than one business day if not capable of self-propulsion. All vehicles, including motorcycles, mopeds etc., shall be equipped with effective sound muffling devices.
29. No garbage from the Lot shall be disposed of on any road or side walk or common area and the portion of such side walk or banking adjacent to the said Lot shall be maintained in a good and attractive condition together with all plants and shrubs thereon and no trash or garbage cans, supplies, or other articles shall be kept at the front of the lot, and Little Bay Country Club Limited shall have the right to prescribe a "standard" animal proof trash or garbage container to be used by each Lot owner and all trash and garbage must be placed in plastic bags and placed for collection only in the areas designated and on the days designated by the Board.
30. Liquid petroleum gas cylinders must be placed to the rear of the approved building unit and no less than three metres from the rear wall of the approved building and must be properly enclosed;
31. No temporary deposit of any aggregate, soil, or building or construction material of whatever description shall be made or permitted outside the boundary of any lot or upon any verge or roadway at any time.
32. No animal, livestock or poultry of any kind shall be raised, bred or kept on the said Lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes and no pet shall be permitted outside a Lot except on a leash and

at all times under the control of the Owner or occupier of the said Lot; and no pets shall be allowed to constitute a nuisance.

33. No solicitation by any person anywhere in the said Lot for any cause, charity, or any purpose whatsoever, unless specifically authorised by Little Bay Country Club Limited.

## **SECOND SCHEDULE**

Such easements over the land sold (hereinafter called “the said Lot”) in such form as the Developers Attorneys-at-law may deem necessary or desirable to ensure:

- (1) That pipes or ducts for the purpose of providing sewage disposal services or water may pass in or under the said Lot.
- (2) That wires for the purposes of providing electricity and telephone services and communication and video/television signals may pass in, over, under and upon the said Lot.
- (3) That the Jamaica Public Service Company Limited and Cable & Wireless Jamaica Limited, their servants, agents, workmen, licensees and independent contractors, together with vehicles of all kinds, shall have the right of entry way and passage along and within 1.22 metres of the boundaries of the said Lot for the purpose of erecting and installing poles, wires, cables and other equipment and maintaining, repairing and renewing the same, and for the purpose of procuring the efficient continuation of the said services.
- (4) That the registered proprietors in each approved building and their servants, agents, workmen, licencees and independent contractors shall have the right of entry way and passage along and within 1.22 metres of the rear boundaries of the said Lots in the said approved building, and for end units only, within .914 metres of the side boundaries of the said Lots, for the purposes connected with their approved building.

PROVIDED THAT for the more efficient use and enjoyment of the foregoing easements the following covenants which shall run with the land shall be deemed to have been entered into by the registered proprietor of the said Lot, namely, a covenant by the registered proprietor for himself, his heirs, personal representative and transferees with the Owner, its successors and transferees.

- a) Mature trees on the beach and all common areas may not be removed,

save and except with the written consent of Little Bay Country Club Limited, and only for reason of public safety.

- b) Easement re Fibre Optic Cable (LIME)
- c) Stormwater easement
- d) Easement Lot 7 – Driveway
- e) Easement Lot 15 back deck and support structure.
- f) The Jamaica Public Service Company Limited or Cable & Wireless Jamaica Limited shall have the right to pull down and/or remove any fence or part thereof which will obstruct them or either of them in establishing, erecting, constructing, maintaining, repairing, renewing, cleaning, removing, replacing, inspecting and operating their respective systems and undertaking and shall not be liable to pay any compensation for or to remove any such fence, wholly or in part if such pulling down and/or removal was necessary for the execution of the work, and if no greater damage is done than is reasonably necessary for the attainment of the said objects.
- g) NWC