

OTTA LAKES AND COUNTRY ESTATE

# APPROVAL ORDER FOR OTTA LAKES AND COUNTRY ESTATE

ATAN-SOKOTO ROAD, OTTA, OGUN STATE.



*Otta Lakes*

& COUNTRY ESTATE

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## **SECTION 1**

### **SET BACKS FOR RESIDENTIAL BUILDINGS**

#### **FRONT SETBACK**

- 1.1 Minimum setback of the front building line to the front property boundary line shall be 9.0 meters.

#### **REAR SETBACK**

- 1.2 Minimum setback of the rear building line to the rear property line shall be 3.0 meters.

#### **SIDES SETBACK**

- 1.3 Minimum setback of both the right and left sides building lines to the side property boundary line shall be 3.0 meters.

#### **SETBACK BETWEEN STRUCTURES**

- 1.4 Minimum setback between two structures within the same plot shall be 6.0 meters.

## **SECTION 2**

### **SETBACKS FOR COMMERCIAL AND OTHER NONE RESIDENTIAL BUILDINGS**

#### **FRONT SETBACK**

- 2.1 Minimum setback of the front building line to the front property line shall be 9.0 meters

#### **REAR SETBACK**

- 2.2 Minimum setback of the rear building line to the rear property boundary line shall be 6.0 meters

#### **SIDES SETBACK**

- 2.3 Minimum setback of both the right and left sides building lines to the side property boundary line shall be 6.0 meters.

#### **SETBACK BETWEEN STRUCTURES**

- 2.4 The minimum setback between two structures within the same plot shall be 6.0 meters.

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### **SECTION 3**

#### **FRONTAGE LANDSCAPE**

3.1 Out of the 9.0 meters in section 1.1 and 2.1 above, 3.0 meters shall be designated solely for grass planting to ensure uniformity of frontage landscaping throughout the estate before the front fence.

### **SECTION 4**

#### **PROPERTY BOUNDARY FENCE (OPTIONAL)**

4.1. Frontage property boundary fence (which is optional) can be of hedges which shall not exceed 1 meter height at all times, wood, iron grills or dwarf wall not exceeding 1 meter in height.

### **SECTION 5**

#### **BUILT UP AREA**

5.1 Maximum built up area for residential development within the estate shall not exceed 35% of total land area. This shall be properly and clearly indicated on the site plan of the architectural drawings.

### **SECTION 6**

#### **RESIDENTIAL UNITS**

6.1 The maximum number of residential units per plot shall not exceed one (1) except on plots in excess of 800 square meters. The Management Company has the exclusive right to build more than one (1) residential unit on plots less than 800 square meters.

6.2 Two residential units can be permitted on plot in excess of 800 square meters, two detached houses.

6.3 High rise residential apartment shall be permissible **ONLY** in areas designated for mixed development.

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## **SECTION 7**

### **PERMISSIBLE NUMBER OF FLOORS**

- 7.1 Maximum permissible number of floors for residential buildings within the estate shall be two (2), ground floor and first floor, with an optional penthouse not exceeding 30% of the first floor total floor space area except for high rise residential apartment.

## **SECTION 8**

### **HIGH RISE RESIDENTIAL APARTMENT BUILDINGS**

- 8.1 High rise residential buildings shall observe a minimum front setback of 9 meters to the front boundary line and minimum setback of 4.5 meters to the sides and rear boundary lines.
- 8.2 Buildup area for high rise apartment buildings shall not exceed 35% of the total land area shall be properly indicated on the site plan.
- 8.3 High rise buildings shall provide for adequate fire extinguishing devices such as fire hydrants, water sprinklers etc.

## **SECTION 9**

### **CAR PARKING UNITS**

- 9.1 Car parking space requirements shall be a two (2) car parking unit for each family residential unit.
- 9.2 Car parking requirements for non-residential development shall be a two (2) car parking space unit for 50 square meters floor space area.

## **SECTION 10**

### **SERVICE QUARTERS**

- 10.1 Service quarters shall be located at the rear of the plot or within the building.

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## **SECTION 11**

### **GENERATOR**

11.1 Generators shall be placed at the rear end of the plot and be sound proofed.

## **SECTION 12**

### **WATER TANK**

12.1 Water tanks shall be concealed within the building.

## **SECTION 13**

### **PERMISSIBLE BUILDING HEIGHTS**

13.1 Maximum permissible height for residential buildings shall be 10 meters except for high residential apartments.

13.2 Maximum permissible height for non-residential development shall not exceed 30 meters.

## **SECTION 14**

### **PLOT USAGE ANALYSIS**

14.1. A clear analysis of the plot use shall be indicated on the site plan to include total area of plot, total build up area and percentage of total land area.

## **SECTION 15**

### **CROSS VENTILATION**

15.2 All bedrooms and all living rooms shall provide for adequate and effective cross ventilation in form of window openings.

## **SECTION 16**

### **CANTILEVERS**

16.1 Cantilevers shall not exceed 0.9 meters on any side of the building and shall observe minimum of 9 meters setback from the frontage property boundary line and 3 meters from the rear and side property boundary lines

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## **SECTION 17**

### **PRELIMINARY APPROVAL**

- 17.1 Allottees and developers shall, in the first instance, submit their building plans and obtain a preliminary approval on their building plans from the Estate management office before finally submitting to the Lagos State Planning Authority for statutory planning approval.

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## DEED RESTRICTIONS FOR OTTA LAKES & COUNTRY ESTATE

*This Deed Restrictions* is made this ..... day of ..... 2018 by **Sevic Property Development Company Limited**, developers of Otta Lakes & Country Estate (hereinafter referred to as “**The Management Company**”).

**WHEREAS**, The Management Company has been vested with absolute and irrevocable power to manage Otta Lakes & Country Estate, situate at Atan-Sokoto Road, Ado-Odo LGA, Otta, Ogun State (hereinafter referred to as “The Property” and rightly described in the first schedule to the Deed of Assignment).

**WHEREAS**, The Property is being managed under a Deed of Assignment between The Management Company and the Owners of plots and structures in The Property.

**AND WHEREAS** in pursuance of the covenants contained in the Deed of Agreement, The Management Company hereby makes this Deed Restrictions for The Property in order to establish a uniform plan for the development, improvement and sale of property, maintaining the important scenic values of the neighbourhood and to ensure the preservation of such uniform plan for the benefit of both the present and the future Owners of Plots in the property; and so the Deed Restrictions may provide in full as follows, and only as follows,

**NOW, THEREFORE**, The Management Company hereby adopts, establishes, imposes and declares upon The Property the following reservations, easements, restrictions, covenants and conditions applicable thereto.

**FURTHERMORE**, this Deed Restriction shall be a covenant running, with the land, in perpetuity and shall be binding upon the grantees, heirs, assigns, and successors of the Owners of The Property.

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## ARTICLE 1 DEFINITIONS

Wherever used in this Deed Restrictions, the following words and/or phrases shall have the following meanings, unless the context clearly requires otherwise.

- 1.1 **“Building Development Control Committee”** shall mean the committee established by the Board of Directors of the Management Company pursuant to Article 4.1
- 1.2 **“Board of Directors”** or **“Board”** shall mean the board of directors of the Management Company.
- 1.3 **“Common Area”** shall mean and refer to all those areas of land within the properties designated for erection of common facilities as shown on the Master Layout. Common Area reserves and recreational reserves
- 1.4 **“Common Facilities”** shall mean and refer to all existing and subsequently provided structures within the Common Area, except those as may be expressly excluded herein also, in some instances, Common Facilities may consist of improvements for the use and benefit of the Owner in the estate, constructed on portions of one or more Plot or on Acreage owned by The Management Company (or The Management Company and others) illustration, Common Facilities may include, but not necessarily be limited to, the following; structures for water, electrical telephone, recreation ,storage or protection of equipment; fountain; statuary ; sidewalks; gate; common driveways; landscaping; and other similar and appurtenant improvements. References herein to Common Facilities (any Common Facility) shall mean and refer to common facilities as defined respectively in the Deed Restrictions and all Supplemental Deed Restrictions.
- 1.5 **“The Management Company”** shall mean and refer to Sevic Property Development Company Limited and its respective successors and assign.
- 1.6 **“Improvement to property”** shall mean, without limitation (a) the construction installation or erection of any building, structure, fence, dwelling unit or other improvements, including utility facilities. (b) the demolition or destruction, by voluntary action, of any building, structure, fence, or other improvements; (c) the grading, excavation, filling, or similar disturbance to surface of any plot, including, without limitation, change of grade, change of ground level change of draining pattern, or change of grade, change of ground level, change of draining pattern, or change of stream bed; (d) installation or changes to landscaping on



any plot; and (e) any exterior appearance, colour, or texture not expressly permitted by the Deed Restrictions, or rules and regulations adopted by the Board of Directors of the Management Company,

- 1.7 **“Improvements”** shall mean all structures and any appurtenances thereto of every type or kind which are visible on a plot, including, but not limited to a dwelling unit, buildings additions sidewalks, walkways, sprinkler pipes, garages, carports, roads, driveways, parking areas, fences, screening, walls retaining walls, stairs docks fixtures windbreaks, exterior lighting, recreational equipment or facilities, radio, conventional or cable or television antenna or dish, microwave and landscaping that is placed on and / or visible from any plot.
- 1.8 **“Master layout”** shall mean the government approved layout for the Estate.
- 1.9 **“New Construction”** shall mean the initial dwelling house constructed on any plot including any garage, outbuilding, generator house, boy’s quarters or amenity house approved by the Management Company in accordance with the Deed Restrictions and by the appropriate government authorities.
- 1.10 **“Owner”** shall mean any person allocated a plot by the Developer or The Management Company or by any person who holds at the relevant time any form of any of legal or equitable title to a plot by virtue of assignment, sub-lease, inheritance, mortgage, lien or other transaction or occurrence whether or not any required governmental consent for such transaction or occurrence is yet to be received at the relevant time.
- 1.11 **“Plot” and/or “Plots”** shall mean the plots shown on the recorded survey plan which are restricted hereby to use for residential purposes excluding specifically the Commercial purpose excluding specifically the Common Area Reserves.
- 1.12 **“Plot Survey”** shall mean the individual survey plan for each plot as provided by the Developer or The Management Company or the appropriate governmental agency.
- 1.13 **“Property” or “Properties” or “Estate”** shall mean and refer to **Otta Lakes & Country Estate**, Otta, Ogun State as more fully described on Exhibit “A” attached hereto and made a part hereof for all purpose, and any additional properties made subject to the terms hereof pursuant to the annexation provisions forth herein.

**1.14 “Supplemental Deed Restrictions”** shall mean any modification of this Deed Restrictions made by The Management Company pursuant to Article V.

## ARTICLE II

### RESERVATION, EXCEPTIONS AND DEDICATIONS

- 2.1** The Master Layout in use is subject to the limitations set forth in the easements shown thereon, and further establishes certain restrictions applicable to the properties.
- 2.2** The Management Company Reserves the easement and right-of ways as shown on the Master Layout or individual Plot Survey for the purpose of constructing, maintaining and repairing by itself or its agents, servants or co-ventures a system or systems of electric lighting, electric power, telegraph and telephone and telephone line or line, gas drainage, water, cable or any other utility The Management Company sees fit to install in, across and/or under the properties.
- 2.3** Neither The Management Company nor any utility company using the easements or right-of-way as shown on the Master Layout or individual Plot Survey, or that may otherwise be granted or conveyed covering the properties, or any portion thereof, or other property of the Owner situated on the land covered by any such easements or rights-of-way, shall be liable for any damages done to the property, unless negligent.
- 2.4** It is expressly agreed and understood that the title to any Plot or parcel of land within the properties conveyed by The Management Company by contract, deed or other conveyance shall be subject to an easement for roadways or drainage, water, gas, sewer, storm, electric light, electric power, telegraph, telephone cable purposes etc.
- 2.5** The Power to sell or lease such appurtenances to any municipality or other governmental agency or to any public service company or to any other party, is hereby expressly reserved to The Management Company.
- 2.6** In the event where a plot owner or a house owner wishes to sell his property to a purchaser, the seller shall give the first option of refusal to The Management Company, after which upon refusal he shall sell to a buyer of his choice. Where there is an acceptance he shall sell to The Management Company.

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## ARTICLE III

### USE RESTRICTIONS

**3.1 Land Use and Building Type.** As used herein, the term “two or double family residential purposes” shall be construed to prohibit the use of the said plots for mobile homes, block of flats or any structure capable of providing two or more separate dwelling units or flats or apartments. Duplex houses, which consist of no more separate dwelling houses on one plot, may only be constructed with the prior approval of the Building Development Control Department and/or The Management Company and after payment of all charges to upgrade the utilities in The Property to accommodate the additional services to be required by such duplex houses. No approval for the construction of duplex houses shall be given if the Management Company determined that any utility upgrade shall cause serious disruption of services to other residents of the property. In the case of commercial plots, no structure shall be erected without the prior approval of The Management Company and/or the Building Development Control Department appointed for the Estate.

Each Allottee and Plot Owner shall pay N.....

**3.2** The following specific restrictions and requirements shall apply to all plots in the property:

(a) **Outbuildings.** Subject to the express written consent of the Building Development Control Department, One (1) children’s playhouse, each limited in maximum height to eight (8) feet from the ground to the highest point of the structure, may be placed on a plot. The Written consent shall be secured prior to installation and placement on a plot. In no case can the outbuilding structure of any type (not expressly provided for) be permitted unless the specific Plot involved is completely enclosed by fencing in accordance with Article 3.3. It is intended hereby that; unless otherwise specifically approved pursuant to article IV hereof, only new construction shall be placed and erected on any plot within the property.

(b) **Roof Materials.** The roof of all buildings on the property shall be Constructed or covered with aluminum roofing sheets and roofing tiles. The recommended colours are Brown and Terracotta Red. The neutral colours that may be used are Beige, Ivory and Natural Aluminum. The Colours Green and Blue are not permitted. The selected colour type must be approved by the

Building Development Control Department prior to installation for purposes of aesthetics and uniformity within a street or building type.

- (c) **Air Conditioners.** No window unit air conditioner unit shall be permitted to be used, erected, placed or maintained in front of any building on any plot, except only if approved in writing by the Management Company prior to installation placement.
- (d) **Building Materials.** All exterior building materials shall be either brick or stone or a combination of the same, which materials shall extend to the ground level on all sides of the building; provided, however, that windows and doors shall be of standard materials than those listed herein, if such approval is given in writing. Harmony among the residences in the Estate is acknowledged as a goal of all parties.
- (e) **Shade Trees.** As construction is completed, each plot shall be landscaped with the minimum of one shade tree in the front yard as required by The Management Company.
- 3.3 Sidewalks.** No sidewalk, walkway, improved pathway, deck, balcony, driveway or other improvement shall be constructed on any plots unless and until the plans and specifications therefore are submitted to and approved by the Building Development Control Department as provided in Article IV below.
- 3.4 Location of Building Upon the plot.** All structures within any plot shall lie within the buildable area clearly marked on the Plot Survey.
- 3.5 Composite Building Site.** Subject to the approval of the Building Development Control Department, any owner of more than one adjoining Plots may consolidate the plots for purposes of building one or more structures on the composite plots may consolidate the plots subject to the approval of Building Development Control Department. If owner consolidates two or more adjoining Plots, each original Plot shall continue to assessed separately for maintenance fee or other levies as shall be determined by The Management Company.
- 3.6 Use of temporary Structures.** No structure of temporary character, whether trailer, basement, tent shack, garage, barn or other outbuilding shall be maintained or used on any plot at any time as a residence, or for any other purposes. The Management Company shall with prior express written consent of the Building Development Control Department reserve the right to grant the exclusive right to erect, place and maintain such facilities in or upon any portions

of the plots or reserves as in its sole discretion , due to its necessity while constructing residences and constructing other improvement upon the properties. Such facilities may include but not necessarily be limited to construction offices, storage areas and portable toilet facilities. The Management Company reserves the right to tow any vehicle parked oust the permissible space and demand fees from the plot owner.

**3.7 Playhouse, Generator House, Boys Quarter or Other Amenity Structures.** These types of structures are permitted only within the fenced portion of the plot and must be approved by the Building Development Control Committee.

**3.8 Storage of Automobiles, Trailers and other Vehicles.** No vehicle with or without motor may be parked or stored on any part of any street, easement, right of way, or common area. Plot Owners shall ensure that their over-night visitor's vehicles are parked within their premises. No repair work, dismantling or assembling of motors vehicles or other machinery or equipment shall be done on any street. The Board of the Management Company may adopt rules for the regulations of the admission and parking of vehicles within the common areas, including the assessment of charges to owners who violate, or whose invitees violate such rules. This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporary

parked and in use for the construction, repair or maintenance of facilities within the Estate or of a house or houses in the immediate vicinity.

**3.9 Erection of Overhead Water Storage Tanks.** Water storage tanks shall be completely concealed within the building.

**3.10 Animal Husbandry.** No animals, Snakes, livestock or poultry of any kind shall be raised or bred on any plot except dogs and cats herein referred to as common households pets, which shall be kept and maintained thereon if they are not kept, bred or maintained for any commercial reason or purpose. If common household pets are kept, such must be restrained and confined on the owner's back plot. It is the pet owner's responsibility to keep the plot clean and free of pet's debris. Pet must be on leash or chain with an attendant when away from the plot.

**3.11 Fences.** No fence, hedge wall, or barrier of any nature may be constructed, planted or maintained beyond the building set-back lines (except the rear property lines and the side property lines behind the rear wall of the residence

building); neither shall any fence, hedge, wall or barrier of any nature be constructed, planted or maintained in front of the rear wall of the residence building. Fences, walls and constructed barriers shall be of substantial construction materials and of first class design, shall comply with all governmental regulations, and shall be approved by the Building Development control department in writing, prior to commencement of the construction thereof. No fences in excess of two (2) metres height shall be erected on any plot for security purpose. All fence in design and construction shall be approved in writing by the Building Development Control Department. Erection of see-through only is permitted in front of the plot but not exceed one (1) meter in height. Owner of adjacent plots shall share the cost of fencing with their neighbors'.

- 3.12 Plot Maintenance.** The owners or occupants of all times keep all weeds and grass thereof cut in a sanitary, healthy attractive manner and shall in no event use any plot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, which materials and equipment shall be stored so as not to be visible from any street. The drying of clothes in public view is prohibited. The owner or occupants of any plot shall construct and maintain a fenced enclosure to screen drying cloths from public view. Similarly, all yard or equipment wood piles, or storage piles shall be kept screened by a fenced services yard or other property. No plot shall be used or maintained as dumping ground for trash, nor will accumulation of garbage, trash or rubbish of any kind thereon be permitted under any circumstances. Trash, garbage or other waste material shall be kept in sanitary containers constructed of metal or plastic materials with sanitary cover or lids. Equipment for the storage or disposal of such waste materials used in the construction of any improvement erected upon any plot at the time construction is commenced may be maintained thereon for reasonable time, so long as the construction is commenced may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the plot or stored in a suitable enclosure on the plots. In observing any of the above requirements, such default continuing after (10) days shall obtain a written notice thereof from the Building Development Control Department. The Management Company or assigns may, without liability to the owner or occupant, enter the said plot and cause to be cut such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish, or do any other

thing necessary to secure compliance with these restrictions so as to place the said Plot in a neat, attractive, healthful, and sanitary condition, and may reasonably charge the owner or occupant of such plot for the cost of the work. The Said charge shall become an assessment against the Plot as determined by The Management Company. Further, The Management Company or its assignee reserve the right to contract or arrange for regular garbage pick-up service for the Plot Owners. The Owner or occupancy of the property to pay for such work or services immediately upon receipt of a charge assessed against such Plot. The Management Company shall debit plot owners for the re-painting of the exterior part of their buildings after every twenty (24) months in order to maintain the beauty of the buildings as paints are prone to being washed out over a period of time.

- 3.13 Signs, Advertising, Billboards.** No signs shall be constructed or maintained on any plot, except for house numbers and name plates of standard sized (determined by The Management Company), and standard, small temporary one (1) square meter “For Sale or For Rent” signs when the lot is for sale or rent. No mail box or paper holder shall be placed on any lot unless its design and placement is approved in writing by The Management Company. The Management Company has or will construct uniform mail boxes in the Units; and each owner of a plot will reimburse The Management Company its cost upon purchase of the box or on demand by The Management Company thereafter. The Management Company or its assigns shall have the right to remove any non-conforming sign and advertisement or billboard or structure which is placed on a residential Plot and in so doing shall not be subject to any liability or damages for trespass, or otherwise in connection therewith arising from such removal.
- 3.14 Antennas, Satellite Dishes and related Masts.** No television, radio or other receiving Tower shall be constructed or maintained on any plot. Any antenna, satellite dish and related masts are permitted to be placed on a residential Plot in accordance with the guidelines conditions standards and requirements adopted by the Board or Directors of the Management Company from time to time.
- 3.15 Noise.** Except in an emergency or when unusual circumstances exist (as determined by the Management Company or its Directors), outside construction work or noisy interior construction, shall be permitted between the hours of 8.00 a.m. and 7.00 p.m.

**3.16 Utilities.** Electricity, cold water and telephone utilities in the Estate shall be by the surfaced distribution system. The Owner and Resident of each residential Plot for materials and fees required to connect the Plot from the point of Utility Company's or Management Company's metering at the structure to the point of attachment to be made available at designated points on every street. The Management Company providing has granted necessary easements to the utility Company and Management Company providing for the installation maintenance, and operation of its metering system. In addition, the owner of each residential Plot shall contact the Management Company that confirm that necessary ducts for connection of adjoining Plots to utilities have been installed prior to construction of the Plot's driveway. The Plot Owner and Resident shall not hold the utility or Management Company responsible for any damages to the driveway in the process of connecting the adjoining Plots to the utilities due to his failure to comply with the above. Each Allottee and Plot Owners shall pay for water connection and for electricity connection.

**3.17 Plot Ownership Transfer.**

a. No plot Owner shall transfer or alienate his right or interest in the Plot without prior written consent of the Management Company. The Company shall charge a registration fee for granting the approval and shall update its records with the new owner's name, if a plot is transferred without the appropriate approval, the Management Company reserves the right to deny the new Owner access to the said Plot.

b. Transfer of plot by plot owners who have not developed after a period of two (2) years would attract 15% interest of any appreciation of the value of the plot transferred as at the time of sale.

**3.18 Enforcement of Conditions and restrictions.** The power to enforce the Conditions and Restrictions contained in this Deed Restrictions has been vested in the Management Company by the Assignors of Otta Lakes & Country Estate.

**3.19 No Liability.** Neither The Management Company, the Board of Directors of the Management Company, nor the respective agents, employees and architects shall be liable to any Owner or any party for any loss, claim or demand asserted on account of the administration provided herein and no person is authorized to grant exceptions or make representations contrary to the intend of this Deed Restrictions. No approval of plans and specifications and no publication of minimum construction standard shall ever be construed as representing such



plans. Specification or standard will, if followed, result in a properly designed Residential structure. Such approvals and standard shall on no account be construed as representing or guaranteeing that any residence will be built in a good, workmanlike manner. The acceptance of an allocation or deed of assignment to a residential Plot by the Owner in the Estate shall be deemed to be a covenant and agreement on the part of the Owner, and the Owner's heirs, successors and assign, that The Management Company and the Board of Directors of the Management Company, as well as their agents employees and architects shall have no liability under this Deed Restrictions except for willful misdeeds.

- 3.20 Interpretation.** If this Deed Restrictions or any word, clause, sentence, paragraph or other part thereof shall be susceptible to one or more conflicting interpretations, the interpretation which is most nearly in accord with the general purposes and objectives of this Deed Restrictions shall govern and may be corrected or clarified by The Management Company's preparation, execution and recording of a supplement to the Deed Restrictions.

## ARTICLE IV

### ARCHITECTURAL APPROVAL

- 4.1. Building Development Control Committee.** As used in this Deed Restrictions, the term "Building Development Control Committee may, but need not be shareholders. Members of the Building Development Control Committee shall serve such terms as may be designated by the Board of Directors of the Management Company.
- 4.2 Approval of New Construction and Improvement Required.** Notwithstanding anything contained in this Deed Restrictions to the contrary, the approval of a majority of the members of the Building Development Control Committee shall be required before embarking on any New Construction as the approval of a majority of the Board of Directors of the Management Company for such purpose. Board and the Building Development Control Committee are each sometimes referred to as the "Approval Entity".
- 4.3 Address of Approval Entity.** The initial address of the Building Development Control Department shall be The Management Company Building and / or address at Westwood Park Estate.

- 4.4 Submission of Plans.** Before applying for any required governmental approval and commencement of work to accomplish any New Construction or proposed improvement to property, the Plot Owner (the “Applicant”) shall submit to the proper approval Entity at its respective office four (4) sets each of the survey Plan, Architectural Drawing. The Approval Entity of required materials in connection with the proposed construction, the Approval Entity may postpone review of any materials submitted for approval.
- 4.5 Criteria for Approval.** The Proper Approval Entity shall approve any proposed improvement to property only if it determines in its reasonable discretion that the appearance of the proposed improvement to property only if it determines in its reasonable discretion that the appearance of the proposed improvement to property will be in harmony with the surrounding areas of the properties, including, quality and colour of materials and location with respect to topography and finished grade elevation; that the improvement to property will not detract from the beauty, wholesomeness, and attractiveness of the property or the enjoyment thereof by owners; and that the upkeep and maintenance of the proposed improvement to property will not become burden on the management company. Each Approval Entity is specifically granted the authority to disapprove proposed Improvements because of the unique characteristics configuration of the Plot on which the proposed improvement would otherwise be constructed, even though the same or a similar type of improvement might or would be approved for construction on another Plot. The approval entity might grant conditional approval of any proposed Improvement to property upon the making of such changes thereto as the Approval Entity may deem appropriate.
- 4.6 Architectural Guideline.** Each approval entity from time to time may supplement or amend the Residential Design Guidelines and an Approval Entity May impose other requirements in connection with its review of any proposed improvement with this Deed Restrictions.
- 4.7 Decision of Approval Entity.** The decision of the Approval Entity shall be made within thirty (30) days after receipt by the proper Approval Entity of all materials required by the approval entity of all materials required by the approval entity. The decision shall be in writing and, if the decision is not to approve a proposed improvement to property, the reasons therefore shall be stated. The decision of the Approval Entity shall be promptly transmitted to the Applicant at the Applicant’s address furnishes by the Applicant to the Approval

Entity. The Owner, however, is responsible under all circumstances to conform to the provision of these restrictions in their entirety.

- 4.8 Failure of Approval Entity to Act on Plans.** Any request for approval of a proposed improvement to property shall be deemed approved by the appropriate approval entity, unless disapproval or request for additional information or material is transmitted to the applicant by the approval entity, within thirty (30) days after the date of receipt by the appropriate approval entity of all required material; provided, however, that no such deemed approval shall operate to permit any Owner to construct or maintain any improvement to property that violates any provision of this Deed Restrictions or the Residential Design Guidelines. The approval entity shall at all times retain the right to object to any improvement to property that violates any provision of this Deed Restrictions or the Residential Design Guidelines.
- 4.9 Prosecution of Work after Approval.** After approval of any proposed New Construction or Improvement to property, the work shall be accomplished as promptly and diligently as possible and in strict conformity with the description of the proposed plans submitted to the Approval Entity and plans approved by the description of the proposed plans submitted to the Approval Entity and plans approved by the appropriate governmental authorities. Failure to complete work within a period as shall have been granted by the approval entity in writing by the approval entity (unless an extension has been granted by the approval in writing) or to complete the improvement to property in strict conformity with the description and materials furnished shall automatically invalidate the approval and shall require reapplication. All construction materials and debris shall be confined to the Plot and any slippage to the street shall be quickly removed.
- 4.10 Inspection of Work.** The Approval Entity or its duly authorized representatives shall have the right, but not the obligation, to inspect any New Construction or Improvement to property at any time during construction and height of inspection shall terminate once the work is completed.
- 4.11 Notice of Non-compliance.** If, as result of inspection or otherwise, the Approval entity finds that any New Construction or improvement to property has been constructed or undertaken without obtaining the approval of the approval entity or has been completed other than in strict conformity with the plan and materials furnished by the Owner to the approval entity or has not been completed within the required time period after the date of approval by the

approval entity, the approval shall notify the Owner in writing of the noncompliance (“Notice of Noncompliance”) The Notice of Non-compliance shall specify the particulars of the non-compliance within the period of time set forth therein.

- 4.12 Correction of Non-compliance.** If the approval entity finds that a non-compliance continues to exist after such time within which the Owner was to remedy the noncompliance as set forth in the Notice of Non-compliance, the Management Company may, at its option but with no Obligation to do so, (a) record a Notice of Non-compliance against the plot on which the noncompliance exists with the Board of Directors (b) remove the non-compliance, New construction or Improvement to property; and/ or (c) otherwise remedy the non-compliance and, if the Board elects to take any action with respect to such violation, the Owner shall reimburse the Management Company upon demand for all expenses incurred therewith. If such expenses are not promptly repaid by the Owner to the Management Company, the Board may charge an interest on such costs and expenses against the owner of the plot in question. The permissive (but not mandatory) right of the Management Company to remedy or remove any noncompliance (it being understood that no owner may require the Management Company to take such action) shall be in addition to all other right that the Management Company may seek from a law court.
- 4.13 No Implied Waiver or Estoppel.** No action or failure to act by an Approval Entity shall constitute a waiver or estoppels with respect to future action by the Approval Entity of any Improvement to property shall not be deemed a waiver of any right or an estoppels against withholding approval or consent for any similar improvement to property or any similar proposals plans, specifications, or other materials submitted with respect to any other improvement to property by such person or otherwise.
- 4.14 Power to Grant Variances.** Each approval entity may authorize variances from compliance with any of the provisions of article III and IV of the Deed Restrictions including restrictions upon placement of structures, the time for completion of construction of any improvement to property, or similar restrictions, where circumstances such as topography, natural obstructions, hardship, aesthetic, environment, or other unforeseen circumstances exist. Such variances must be granted by all members of the approval entity. If any such variance is granted, no violation of the provisions of this Deed Restrictions shall be Deemed to have occurred with respect to the matter for which the variance

was granted, provided however, that the granting of a variance shall not operate to waive any of the provisions of this Deed Restriction for any purpose except as to the particular provision hereof covered by the variance, nor shall be granting of any variance, nor shall the granting of a variance affect the owner's obligation to comply with all governmental laws and regulations affecting the plot concerned.

**4.15 Compensation of Members of the Building Development Control Committee.**

The members of the Building Development Control Committee shall be entitled to reimbursement by the Management Company for reasonable expenses incurred by them in the performance of their duties hereunder as the board from time may authorize or approve.

**4.16 Non-liability for Approval Entity Action.**

None of the members of the Building Development Control Department, or the Management Company, or any of its officer or agents or member of the Board of Directors shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of any Approval Entity except to the extent caused by the willful misconduct of the party to be held liable. In reviewing any matter, the approval entity shall not be responsible for reviewing, nor shall its approval of an improvement to property be deemed approval of the new Construction improvement to property from the standpoint of safety, whether structural or otherwise, or conformance with town planning rules, or other governmental laws or regulations. Furthermore, none of the members of the Building Development Control Committee, members of the Board of Directors, officers or agents shall be personally liable for debts contracted for or otherwise incurred by the Management Company or for any action of another of such individuals, whether such other individual were acting on behalf of the management Company, the management company, the Building Development Control Department, the Board of Directors or otherwise. Finally, neither the Management Company, the Board, the Building Development Control Committee, or their officers, agents, members, nor employees shall be liable for any incidental or consequential damage for failure to inspect New Construction, Improvements, or portion thereof, or for failure to repair or maintain the same.

**4.17 Construction Period Exception.**

During the course of actual construction of any permitted structure or improvement to property, and provided construction is proceeding with due diligence, the Approval Entity may temporarily suspend certain provisions of this Deed Restrictions upon completion or that will

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constitute a nuisance or unreasonable interference with the use of any other property.

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## ARTICLES V

### Sevic Property Development Company Limited

- 5.1 SEVIC PROPERTY DEVELOPMENT COMPANY LIMITED** is a Limited Liability Company and it shall be governed by its memorandum and Articles of Association and any policies and procedures approved by the Board of Directors from time to time by The Management Company by majority vote of the Board of directors shall have the authority to borrow money for the purpose of making capital improvements on property owned by the Management Company.
- 5.2 Policies and Procedures.** The Board of Directors may establish such policies and procedures as it may choose to govern the organization and administration of the Management Company, provided, however, that such policies and procedures are not in conflict with the terms and provisions hereof or of the memorandum and Articles of Association of the Management Company. The General Manager of Sevic Property Development Company Limited shall be the secretary of the Association.
- 5.3 Each Owner** is required at all times to provide the Management Company with proper mailing information should it differ from the property address relative to owner is required to render notice of tenant, if any, or agency if any, involved in the management of the said property. The Owner is required and obliged to maintain current information with the Management Company at all times.

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## OTTA LAKES & COUNTRY ESTATE UTILITY DEPARTMENT

- 6.1 Establishment.** There shall be established by the Developer, Otta Lakes & Country Estate Utility Department (hereinafter “Utility Department”) to provide water and electricity serviced to the Estate at a charge to Owners and residents of the Estate.
- 6.2 Meters.** The Utility Department shall cause meters to be installed in each building or apartments to measure the usages of water and electricity.
- 6.3 Charges for Service.** The Utility Department shall establish rates and charges for service to be provided. Such rates and charges shall be approved by the Board and may be submitted to the Trustees for its advice prior to implementation.
- 6.4 Payment of Charges.** Utility bills shall be promptly paid when due. The Utility Department shall have the right to terminate services for failure or pay utility bills when due. The Utility Department may other rules regarding payment of bills, notices for failure to pay utility bills maintenance, or repair of equipment.
- 6.5 Prohibition.** In no event shall an owner or Occupant install any device to provide water or electricity for individual use, or subscribe to any other utility company for the provision of water or electricity within the Estate without the prior approval of the Developer and the Management Company.



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## OTTA LAKES & COUNTRY ESTATE PROPERTY OWNERS AND RESIDENTS ASSOCIATION

- 7.1 Establishment.** There shall be established by the Developer, an organization to be known as Otta Lakes & Country Estate Property Owners and Residents Association.
- 7.2 Authority and Purpose.** The purpose of the Association is to advise the Developer on issues relating to the management of the Estate; and to be, and have exclusive right as the official representative of all Owners and Residents within the Estate regard, including the following:
- a) To advance and protect the interest of Owners and Residents of the Estate;
  - b) To serve as a representative voice for the Estate;
  - c) To further the wellbeing of the Owners and Residents of the Estate;
  - d) To assist in the settlement of any dispute arising amongst the Owners and Resident of the Estate;
  - e) To gather, collect, collate, supply and disseminate information useful to the advancement of the wellbeing of all residents of the Estate;
  - f) To organize, arrange and hold meetings at such time and place to be determined by the Trustees of the Association;
  - g) To make rules and regulations as it deems fit and necessary to ensure the protection of the lives and property of all Owners and Residents of the Estate;
  - h) To ensure compliance of all Owners and Residents of the Estate with the rules and regulation contained in the Deed Restriction; and
  - i) To engage in community projects and in any way whatsoever to further charitable activities and works.

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## PROPERTY RIGHTS

**8.1 Owner's Easement of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area and common facilities, which shall be appurtenant to and shall pass with the title to the following provisions.

A. The right of the Management Company to charge reasonable admission and other fees the use recreational facility situated upon the Common Area.

B. The right of the Management Company to suspend the voting rights and right to use the recreational facilities by owner, to suspend any other service provided by the Management Company for an Owner for any period during which any assessment against his Plot remains unpaid; and for its published rules and regulations or breach of any provisions of the deed restriction

C. The right of the Management Company to dedicate or transfer all or any part of the Common Area, if any to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless authorized by the Board of Directors by majority vote of the Board.

D. A resident who has resided in the estate for a continuous period of 10 (ten) years may be considered to be a shareholder in the management company if he/she is of good conduct and has paid his/her dues to the estate and signifies his/her intention to be interested and the consideration to be paid by the interested residents shall be determined by the management company acting in conjunction with the Board of Directors

E. The Residents' Association's current chairman as may be elected from time to time shall be a non-executive member of the board of directors management company and shall represent the interest of the residents' association in an election recognized by the management company, as representing an interest a majority number of residents in the Estate.

F. The Management Company reserves the right to terminate before maturity the contract between it and the land/ home owners if such prospective land owners are found to be:

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- I. Manner less an uncultured
  - II. Person(s) of questionable character
  - III. Cantankerous and or a non-conformist
  - IV. Incapable of keeping and maintaining the ideals of The Management Company
  - V. In case of a grantee already in possession, a fundamental breach of the deed restriction can form the basis for the revocation of the Governor's Consent granted in its/his/her favour and such grantee shall only be entitled to the consideration paid in respect of the unit cost less levies standing to its/his/ her name.
- G. Any subsequent amendment to this deed of restriction shall be binding on all land/homes owners in the Estate as if the terms included and or excluded formed part of the deed restriction ab-initio. The amendment dates back to the date of sale.
- H. The Management Company shall have the power to enter the structure and demolish same or remove the offending part in the event of the following:
- I. If the building or structure constructed, or in construction was done without the approval of the Building Development Control Department / Statutory approval.
  - II. If the building or the structure thereon is not in conformity with the approval granted by the Building Development Control Department, such [lot owners shall pay a sum as a fine for nonconformity as shall be fixed by the Management Company.

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## ARTICLE IX

### **Annual Assessment, Special Assessment, Other Charges, and Responsibilities of The Management Company**

- 9.1 Annual Assessment.** Subject to Section 9.7 every plot owner except for The Management Company shall be required to pay on or before January 1st of each year an annual maintenance fee of ..... (.....) (Subject to modification) only to the Otta Lakes & Country Estate Management Company at the Bank provided by The Management Company. This annual maintenance fee may be subject to review at The Management Company's discretion. The Management Company shall have absolute discretion in expenditures from the Maintenance Fee Fund, so long as it devotes the Fund in good faith to matter which it determines will be beneficial to the whole of the Estate or any specific area.
- 9.2 Creation of Lien and Personal Obligation of Assessments.** The maintenance fees shall constitute a lien on the plots and any improvements thereon but shall subordinate to a first mortgage or first vendor's lien placed on the plots. The Management Company for each plot owned within the property hereby covenants, and each owner of any plot by acceptance of a deed of Assignment thereto, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Management Company; (1) annual assessment or charges, and (2) special assessment for capital improvements, and (3) other charges assessed against an owner and his plot as provided in Sections 3.12, 4.12 and 9.3 of this Deed Restrictions and such assessments and charges are to be established and collected as herein provided. The annual and special assessments, as well as the other charges described in Section 3.12, 4.12 and 9.3 of this Deed Restrictions together with interest collection costs and reasonable attorney's fees, shall be charged on the plot and shall be secured by a continuing lien upon the Plot against which each such assessment is made. Every assessment and other charges, together with interest, collection costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due, and the personal obligation for delinquent assessments shall pass to subsequent Owners of the concerned Plot unless expressly assumed in writing.

**9.3 Purpose of Assessment.** The assessments levied by the Management Company shall be used to:

- a) Promote recreation, health, security, safety and welfare of the residents in the property.
- b) For improvement, maintenance and management of any Common Area and Common Facilities as well as any esplanades or landscaped area within the street rights and-of-way designated by the Board of Directors as being appropriate for maintenance by the Management Company and
- c) To enable the Management Company to fulfill its responsibilities under this Deed Restrictions.

**9.4 Responsibilities of the Management Company.** The responsibilities of the Management Company shall include, but not be limited to:

- a) The Maintenance and repair of the Common Area and Common Facilities;
- b) Constructing and maintaining parkways, green belts, drainages, street lights, rights-of-way, easements, Common Areas, sidewalks, paths and other public areas, and the construction and operations of all street lights.
- c) Insecticide services; the public area of the Estate
- d) Purchase and /or operating expenses of recreation areas, if any;
- e) Payment of all legal and other expenses incurred in connection with collection and enforcement of all charges, assessments, covenants, restriction and conditions and enforcement of all charges, assessments, covenants, restrictions and conditions established under this Deed Restrictions;
- f) Payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charges and assessments;
- g) Employing policemen and watchmen, and/or security services, if desired;
- h) Caring for vacant plots;

- i) Doing any other things necessary or desirable in the opinion of the Board of Directors to keep the plots neat and in good order or which is considered of general benefit to the Owners or occupants of the Plots; and each Allottee and Plot Owners shall pay N..... (subject to modification) for waste disposal bin.
- j) Obtaining liability, workers compensation, property, Director and Officer Liability insurance in the amount deemed proper by the Board of Directors.

**9.5 Expenditure of Assessments.** It is understood that the judgement of the Board of Directors in the expenditure of funds raised through assessments shall be final and conclusive.

**9.6 Commencement of Assessments.** All plots in the property shall commence to bear their applicable maintenance fund assessment as from the period determined as the starting date by the Management Company. Plots which are or at times occupied, shall be subject to the annual assessment determined by the Board of Directors according to the provisions of sections 9.1 and 9.7. The applicable assessment for each plot shall be prorated for each calendar year according to the rate applicable for each type of ownership of the plot during that calendar year. All plots must be developed within a period of five (5) years from the date of initial purchase (especially in the cases of transfer). Failure to develop within 5 years will result in the plot owner paying a fine calculated at 30% Capital gains of current value of property for every defaulting year.

**9.7 Power of Board of Directors to Fix/Review Annual Assessment.** The Board of Directors shall fix the amount of the ensuing year's annual assessment and the annual assessment for each subsequent calendar year at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. The assessment shall be fixed based on the Board of Directors' best estimate of the cost of the services required to be provided by the Management Company in the Property and costs to be incurred by the Management Company pursuant to this Deed Restrictions and any governmental rules and regulations for the relevant year. After ninety percent of the plots on the property have been developed and occupied, the assessment amount shall be presented to the Shareholders during the Annual General Meeting for approval. Written notice of the annual assessment shall be sent to every owner subject thereto at the address of each plot or at such other address provided to the Management Company in writing. Maintenance fees are due on January 1<sup>st</sup> of each year and considered delinquent if not received by January 31<sup>st</sup>

of that year. If for any reason the Board of Directors fail to fix the annual assessment for any year by December 2 of the proceeding year, it shall be deemed that the annual assessment for such year will be the same as that established for the proceeding year, and such annual assessment shall continue unchanged from year to year until the Board of Directors establish a new annual assessment with the provisions hereto.

**9.8 Special Assessment for Capital Improvement.** In addition to the annual assessment authorized above, the Board of Directors may levy, in any assessment applicable to the current year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement upon the Common Area, including fixtures and personal property related thereto, provided any such assessment shall have the approval of majority of the votes of the Shareholders. The voting process for this action may be handled during the Annual General Meeting or Special General Meeting or handled by mails if the ballot paper contains the name, property address, and certification by the secretary of the Management Company, alternate address of the member, if applicable, and the date and signature of the member. Ballots may be returned by a courier mail in envelopes specifically marked as containing ballots for the special voting or may be collected by door to door canvas. If voting is handled through mail or collected by door to door canvas, the President and Secretary of the Management Company shall certify before a justice of Peace or appropriate court among other items that may be appropriate, the total number of votes, the number of votes "for" and "against" the levy, the quorum required, the amount of special levy authorized, and the date by which the special levy must be paid in order to avoid being delinquent. Notarized copy of the voting results shall be mailed to all the Shareholders.

**9.9 Effect of non-payment of Assessments.** Any assessment, annual or special or other charges assessed in accordance with Sections 3.12 and 4.12 not paid within (31) days after its due date shall bear interest from the due date at a rate of fifteen percent (15%) per annum or rate that may be determined from time to time by the Board on the unpaid balance. The management company shall have the right to withdraw any services being rendered by it to a Plot owner until all charges and assessments including interest and any associated fees provided for under this

Deed Restrictions are paid in full, interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or

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charge. No sale or transfer shall relieve such Plot or the owner thereof from the liability for any charges or assessment thereafter becoming due from the lien thereof. In the event of sale or transfer of the property, the Management Company shall be entitled to refuse to provide any service to the new Owner or restore services which had been previously withdrawn from the Plot until all accumulated assessments; charges, interest and any associated fees allowed under this Deed Restrictions have been paid in full. The Management Company shall be entitled to bring an action in any law court within jurisdiction over the Plot against the Owner and/or any new owner to recover any outstanding assessments, charges and associated fees.



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## ARTICLE X

### Term, Right of Access and Entry, Enforcement and Amendment

- 10.1 Right of Entry and Access.** The Management Company, its representatives or assigns shall have the right to enter and go upon any owner's property at reasonable times and with reasonable notice for purposes of inspection of the property to ensure compliance with Deed Restrictions.
- 10.2 Enforcement.** In the event of a breach of the restrictions by the Owners, or a third party working with the permission of or under the direction of the Owner, The Management Company must be notified immediately. If the Management Company becomes aware of a breach of this Deed Restrictions. The Management Company will notify the owner of the breach. The Owner shall have thirty (30) days after receipt of such notice to undertake actions that are reasonably corrects the conditions constituting the breach. If the Owner corrects the conditions constituting the breach in a timely and reasonable manner, no further action is warranted or authorized. If the Owner fails to initiate such corrective action within thirty (30) days or fails to complete the necessary corrective action, The Management Company may undertake such actions, including legal proceedings, as are necessary to effect such corrective actions. Notification will be deemed to have been given upon confirmation by a courier-service or any officer of the Management Company that the notice has been delivered to the Owner's mailing address in the Management Company's record. Any forbearance on the part of The Management Company to exercise its rights in the event of a breach of the restrictions shall not be deemed or construed to be a waiver of their rights hereunder in the event of any subsequent failure of the Property owner to comply. No other person shall obtain any right hereunder, including without limitation any plot owner in the Estate. Invalidation of any restriction or covenant by judgment or court shall in no way affect any other provision, each of which shall remain in full force and effect. The Management Company, any owner, and their respective successors and assigns, shall have the right to enforce by a proceeding at law or in equity all easements, restriction, conditions, covenant, reservations and in connection therewith, shall be entitled to recover all reasonable collection costs an attorney's fees. Failure by the Management Company or by any other person entitled to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. It is hereby stipulated, the failure or refusal of any owner or any occupant of a plot to comply with the terms and provisions hereof would result

in irreparable harm to other Owners. Thus, the covenants, conditions, restrictions and provisions of this Deed of Restrictions may not only be enforced by an action for damages at law, but also may be enforced by injunctive or other equitable relief (i.e., restraining order and/or injunctions) by any court of competent jurisdiction. Any exercise of discretionary authority by the Management Company concerning a covenant by this Deed Restrictions is presumed reasonable unless the court determines by a preponderance of the evidence the exercise of discretionary authority was arbitrary, capricious or inconsistent with the scheme of the development (i.e, the architectural approval or disapproval for similar renovations relative to a given location within the Property). The Management Company on its own behalf or through the efforts of its legal agents may initiate, defend or intervene in litigation by this administrative proceeding affecting

the enforcement of a covenant created by this instrument or for the protection, preservation or operation of the Property covered by this Deed Restrictions.

- 10.3 Insurance.** All property that share party walls (Semi-Detached and Terrace buildings) must be insured, as this will take care of matters arising from the doctrine of Force Majeure. The Estate Management Company shall pay the insurance company of their choice and later recover the sum disbursed to such insurance from the individual house owners.
- 10.4 Amendment.** The Management Company may amend any provision in this Deed Restrictions and Covenants so long as in its good faith judgment either the whole or part of the Estate will be benefited by such amendment, or if in its good faith judgment the continued development of the whole or part of the Estate is hindered or made less economic in any way by any provision hereof; provided, however, that this right of amendment shall be exercised only if ninety percent of the shareholders in Otta Lakes Estate Management Company Limited voted in favour of any such amendments.
- 10.5** Any judgment discretion, decision or other matter determined hereunder by The Management Company shall be binding on all parties and any interpretation hereof made by the Management Company shall likewise be binding on all parties and in each case no party shall have any remedy against the Management Company except to require specific performance of its duties and/or to obtain a declaratory judgment. In no case shall damages be claimed, shown or obtained against The Management Company with respect to any matter related hereto.

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**IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS AGREEMENT TO  
BE EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN**

**SIGNED, SEALED AND DELIVERED**

By the within named owner

I.....  
of.....  
.....  
.....

**have read and understood thisDeed Restrictions and agree to abide by these  
restrictions always.**

\_\_\_\_\_

**SIGNATURE**

In the presence of

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

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**THE COMMON SEAL OF THE MANAGEMENT COMPANY WAS AFFIXED  
(SEVIC PROPERTY DEVELOPMENT COMPANY LIMITED) IN THE PRESENCE  
OF**

---

**DIRECTOR**

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**SECRETARY**

**BEFORE ME**

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**NOTARY PUBLIC/ MAGISTRATE**