



HOUSING AGENCY OF JAMAICA LIMITED

13 Caledonia Avenue, Kingston 5

Tel: 968-7522-4, 968-7536-9, Fax: 929-5908, E-mail: info@hajl.gov.jm

Addendum No. 1

Date Issued: December 6, 2019

TO: All Bidders:

RE: Sale of 152 Residential Serviced Lots En Bloc – The Savannah, Phase 2, Runaway Bay, St. Ann

The following constitutes Addendum #1 to the captioned and is outlined below:

- 1. All queries must be sent to info@hajl.gov.jm**

Please note:

- All other instructions, terms and conditions of the invitation letter shall remain the same.

_____	_____	_____
Company Name	Authorised Signature of Bidder	Date
<i>I HEREBY ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND CONFIRM THAT IT WILL BE INCORPORATED WITHIN OUR PROPOSAL.</i>		
<i>THIS FORM SHALL BE EMAILED TO Donnareen.bailey@hajl.gov.jm</i>		

NOTE:

- Bidder's signature above is acknowledging receipt of this Bid addendum.
- **This page should be signed and submitted before submission of your bid or submitted with your proposal on or before tender deadline as stated in the Request for Proposal (RFP).** In the event that it is not, bidders are hereby notified that you will be held to the obligation of whatever change/modification is set forth in the Addendum.

**Kind Regards,
HOUSING AGENCY OF JAMAICA LIMITED**



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Addendum No.2

Date Issued: December 16, 2019

TO: All Bidders:

RE: Sale of 150 Residential Serviced Lots En Bloc – The Savannah, Phase 2, Runaway Bay, St. Ann

The following constitutes Addendum #2 to the captioned and is outlined below:

1. **Information Memorandum was updated to read - Sale of 150 Residential Serviced Lots En Bloc – The Savannah, Phase 2, Runaway Bay, St. Ann instead of 152 Residential Serviced Lots En Bloc – The Savannah, Phase 2, Runaway Bay, St. Ann**
2. **See attached Evaluation Criteria to be used for evaluating offers submitted. The Information Memorandum has been amended to include same.**

Please note:

- All other instructions, terms and conditions of the invitation letter shall remain the same.

Company Name	Authorised Signature of Bidder	Date
<p><i>I HEREBY ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND CONFIRM THAT IT WILL BE INCORPORATED WITHIN OUR PROPOSAL.</i></p> <p><i>THIS FORM SHALL BE EMAILED TO Donnareen.bailey@hajl.gov.jm</i></p>		

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**Kind Regards,
HOUSING AGENCY OF JAMAICA LIMITED**

EVALUATION CRITERIA

THE PROPOSAL

All offers being submitted should provide a clear indication of:

- I. **A Monetary Offer** for acquisition of the property (Monetary Offer Form at Appendix 1 must be completed.
- II. **Firm Overview** Provide a brief description of the organization or individual, year established, company registration, types of business conducted, and particulars of the directors and shareholders of the company.
- III. **Experience** Provide a list of relevant similar business ventures that the firm was involved with.
- IV. **Financial Information**
Provide documentation (audited financial statements, credit reference, bank statement, etc.) indicating an ability to finance the acquisition
- V. **Project Timeline**
Provide an estimated time to commence building construction after acquisition of the subdivision.
- VI. **Any other information** which the proponent deems advantageous to their application

NB: The monetary offer should be for a specific dollar value. The exchange rate that will be applicable for bids submitted in any currency other than the Jamaican Dollar will be converted using the Bank of Jamaica weighted rate at the closing date for submission of proposals.

ORAL PRESENTATION

At the sole discretion of HAJL, proponents may be asked to present their proposals orally and/or provide clarification regarding their proposals. The time, date, and location of these presentations will be determined after the closing date of the Request for Proposals and HAJL's initial review of proposals.

VALIDITY OF PROPOSALS

Offers will be valid for a period of one hundred and ninety (190) days and any reasonable extension thereof by HAJL.

EVALUATION OF PROPOSALS

SELECTION CRITERIA

Each offer will be evaluated and weighted based on the information provided. The offer receiving the most points will be the preferred offer which may be subjected to further independent due diligence and negotiations.

EVALUATION CRITERIA

The minimum score to qualify to be shortlisted is 70. The total score will be as a result of summing all points and the entity or person with the highest score will be recommended to the HAJL Board.

#	Evaluation Criteria	Score
1	Offer Price as a Percentage of HAJL's Market Valuation of the Property (Sum offered to HAJ for the property) Offer Price: <ul style="list-style-type: none"> • More than 100% of HAJL's Market Valuation • Greater than 90% and less than 100% • Greater than 75% and less than 90% • Less than 75% 	40 30 20 10
Maximum Score		40
2	Relative Experience at Proposed Development <ul style="list-style-type: none"> • 11 years and over • 5 to 10 years • Less than 5 years 	10 5 2
Maximum Score		10
3	Project start date after acquisition <ul style="list-style-type: none"> • Less than or equal to 12 months • Above 12 months to 18 months • > 18 to 36 months • More than 36 months 	10 5 2 0
Maximum Score		10
4	Ability to Finance the Acquisition and development of Property <ul style="list-style-type: none"> • Audited Financial statements notarized by qualified accountant confirming sufficient liquidity to support proposal • Unaudited Financial statements notarized by qualified accountant confirming sufficient liquidity to support proposal • Letter of Intent from a reputable financial institution • Bank statement or credit reference • None of the above 	40 30 20 10 0
Maximum Score		40
Overall Maximum score		100



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Addendum No. 3

Date Issued: December 19, 2019

TO: All Bidders:

Re: Information requested - Sale of 150 Residential Serviced Lots En Bloc – The Savannah, Phase 2, Runaway Bay, St. Ann

The following constitutes Addendum #3 to the captioned and is outlined below:

Information Requested	Response
1. Copy of the Conditions of Sub-Division Approval for 780 residential lots inclusive of the 150 lots for sale en bloc.	See attachment
2. Copy of approved Subdivision Plan for The Savannah (Phases 1 & 2).	See attachment
3. Copy of Environmental Permit which covers the 150 Serviced Lots.	See attachment
4. Copy of Environmental Permit for the Central Sewage Treatment Plant (STP) located at the adjoining HAJL Belle Air Project, which serves the 150 service lots.	See attachment
5. Copy of License to operate the STP.	See attachment
6. Is the Infrastructure in Phase 1 (roads, drains, etc.) to be handed over to the St. Ann Parish Council, and if not, who will be maintaining same?	No, infrastructure will be maintained by the Homeowners Association.
7. - Has the NWC taken over the Potable Water supply lines for distribution in Phase 1? - Who is maintaining the water pipes in Phase 2?	- NWC has taken over the Potable Water Supply lines for distribution in phase 1. - HAJL is currently maintaining the water pipes in phase 2 until the development is sold.
8. Who is going to own and operate the Central Sewage Treatment Plant and when is same to be handed over?	The central Sewage Treatment Plant is currently maintained by HAJ. Plans are being pursued to handover to NWC.
9. What are the outstanding common amenities that are to be put in place in the development by the purchaser of the 150 serviced lots, and where are these amenities to be located?	- Clubhouse (lot 686) consisting of office space, 2 bathrooms, lobby area, gym, kitchenette, storage areas - Jogging trail (lot 550) - Completion of perimeter wall around the Development



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Addendum No. 3

10. Please provide us with a copy of the approved Electrical Distribution Design Drawings for the 150 serviced lots.	The Developer will be required to acquire same.
11. Please provide a copy of the Home Owners Association Agreement, if there is one.	See attachment
12. Is Phase 2 to be part of the HOA?	Yes
13. Are the 8 lots located in the Ravine included in the 150 lots for sale?	Yes

Please note:

- All other instructions, terms and conditions of the invitation letter shall remain the same.

_____	_____	_____
Company Name	Authorised Signature of Bidder	Date
I HEREBY ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND CONFIRM THAT IT WILL BE INCORPORATED WITHIN OUR PROPOSAL.		
THIS FORM SHALL BE EMAILED TO Donnareen.bailey@gmail.com		

NOTE:

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Kind Regards,
HOUSING AGENCY OF JAMAICA LIMITED

PHONE: 972-2615- 6; 794-9331-2
FAX: 972-2617
Email secretary_sapc@yahoo.com

ST. ANN PARISH COUNCIL
ST. ANN'S BAY P.O.
ST. ANN

In case of reply, all correspondence to be addressed to the Secretary/Manager, and the date & No. of this letter quoted.

P.C. File #: L/13/7533

February 26, 2015

R E G I S T E R E D

HOUSING AGENCY OF JAMAICA
13 Caledonia Avenue
Kingston 5

RE: Re: Subdivision of land part of BELLE AIR (PHASE 3), St. Ann
Seven Hundred and Eighty Lots (780) – Residential, Recreational, Institutional,
Commercial, Conservation Area, Wetlands, Water Tank Storage and Sewage
Treatment & Disposal Purposes.

By: HOUSING AGENCY OF JAMAICA (REF. # 2012 06 006 SA 00012) (L/13/7533- B41-10-2014)

I am directed by the Local Planning Authority of Saint Ann Parish to convey **FINAL APPROVAL** of the captioned subdivision proposal.

Enclosed please find **TWO (2)** copies of the **APPROVED PLAN** duly endorsed with Restrictive Covenants and the Council's official seal of approval thereon.

Yours sincerely,



for Secretary/Manager

APP. #: L/13/7533- 2012-06006-SA00012 – SUBDIVISION OF LANDS PART OF BELLE-AIR (PHASE 3), VOL. 1362 FOL. 241, 252 AND 253 – ST. ANN – SEVEN HUNDRED AND EIGHTY (780) LOTS – RESIDENTIAL, RECREATIONAL, INSTITUTIONAL, COMMERCIAL, CONSERVATION AREA, WETLANDS, WATER TANK STORAGE AND SEWAGE TREATMENT & DISPOSAL PURPOSES – HOUSING AGENCY OF JAMAICA LIMITED

THE SAINT ANN PARISH COUNCIL at its Physical Planning & Environmental Control Committee Meeting held on Tuesday, 7th October, 2014 approved of the subdivision of lands as described overleaf on the adoption of a motion moved by Councillor Winston Brown seconded by Councillor Lloyd Garrick and sanctioned by the Honourable Minister of Water, Land, Environment and Climate Change on 15th January 2015 subject to the Restrictive covenants hereunder set forth: -

BELLE-AIR (PHASE 3), VOL. 1362 FOL. 241, 252 AND 253 – ST. ANN – SEVEN HUNDRED AND EIGHTY (780) LOTS – RESIDENTIAL, RECREATIONAL, INSTITUTIONAL, COMMERCIAL, CONSERVATION AREA, WETLANDS, WATER TANK STORAGE AND SEWAGE TREATMENT & DISPOSAL PURPOSES – HOUSING AGENCY OF JAMAICA LIMITED

1. There being no breach of restrictive covenants or supportable objections from adjoining owners.
2. The permission herein granted is without prejudice to any restrictions disclosed on the Title of the land dealt with in this permit.
3. The owner shall not in any manner restrict or interfere with the discharge of storm water from any road on the land comprised in this Certificate of Title (hereinafter called "the said land") and the Road Authority shall not, under any circumstances, be liable to the owner or occupier of the said land, for any damage occasioned by storm water flowing off roadways.
4. All gates and doors in or upon any fence or opening onto any roads shall open inwards.
5. No waste or sullage water or effluent waste shall be permitted to be discharged from any lot onto any part of adjoining lands and any road.
6. No fence, hedge or other construction of any kind, tree or plant of a height more than 1.35 meters above road level shall be permitted within 5.4 meters of any road intersection or along any road way or any adjoining boundary without the prior approval from the Local Planning Authority (S.A.P.C.).
7. **Proposed Development**
 - a. Any development of any lot within the subdivision must be submitted to Local Planning Authority (S.A.P.C) in the form of an application and detailed drawings for approval before such development is started.
 - b. Submission to and approval by the Local Planning Authority of layout plans indicating the form(s), type(s) of development, phasing and details of each and every type of building to be constructed.
 - c. No development of this land shall take place except in accordance with the permission herein granted and in accordance with the provisions of the Town and Country Planning (St. Ann Parish) Confirmed Development Order, 1999 & Parish Councils' Building (St. Ann) By-Laws, 1949 (as amended).
 - d. No building other than one private (single family) dwelling house with appropriate outbuildings thereto shall be erected on **lots # 1 – 414 & lots # 417 - 763**. This shall be endorsed on the respective titles.
 - e. Any residential building to be constructed on **lots # 1 – 414 & lots # 417 - 763**, shall not exceed 75 habitable rooms per hectare (30 habitable rooms per acre) or the prevailing density defined by the Local Planning Authority (St. Ann Parish Council).

Please find attached a copy of the approved plan duly endorsed with the Council's official stamp and seal of approval thereon.

PLEASE NOTE THAT AT NO TIME THESE DOCUMENTS SHOULD BE HELD SEPARATELY.

- f. No building erected on **lots # 1 – 414 & lots # 417 - 763**, within the subdivision shall be used for the purpose of a shop, school, chapel or church and no trade, business, profession, education or public religious worship whatsoever shall be carried out upon these lots, or any part thereof.
- g. Any building to be constructed on **lots # 1 – 414 & lots # 417 - 763**, shall not be greater than 50 % of the lot area. This condition shall be endorsed on the titles.
- h. The registered proprietors and/or occupiers of these lots shall not at any time permit or suffer any garbage to remain or be burnt on these lots otherwise than in accordance with the requirements of the Local Public Health Authority.
- i. These lots and/or any building thereon shall not be used for any unlawful purposes or any purpose which shall or might be or become a source of annoyance or objection to any person for the time being to the benefit of this covenant and no nuisance shall be created or permitted on these lots.
- j. No new building or permanent structure shall be erected within 1.5m (for single-storey building) and 3.0m (for two storey building) of any adjoining lot.
- k. Roof water from any proposed buildings on these lots shall be collected in gutters along the eaves, drained to down pipes and disposed of into an absorption pit/dry well at the lowest areas within the site or to a water storage tank to the satisfaction of the Local Planning Authority. This condition shall be endorsed on the respective titles.
- l. No solid fence, boundary wall, hedge or other construction of any kind of a height more than 1.5 meters above road level or along lot boundary shall be permitted without the expressed approval of the Local Planning Authority (St. Ann Parish Council).
- m. No animals, livestock or poultry as stated in the Keeping of the Animals Act, 2002 shall be raised, bred or kept on these lots except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that they do not become a nuisance or annoyance to any person occupying any parcel of land and/or parts of the said subdivision.
- n. All finished floor levels for all lots must be raised a minimum of 18 inches above the road level and all other structures are to be designed to take into account the potential for onsite flooding.
- o. Lot surfaces not used for building construction shall be not fully paved.
8. **Community/Recreational and Conservation Area**
- a. The incorporation within the scheme of usable lands for the non-residential needs of this subdivision as indicated on plan at lots numbered **764 - 766, 769, 770, 772, 773, 775 and 780**. Such lands shall be graded, landscaped, fenced and otherwise developed.
- b. The titles for Lots # **764 - 766, 769, 770, 772, 773, 775 and 780** shall be handed over to the Local Planning Authority (St. Ann Parish Council) to be held in trust for the residents of the development for the non-residential needs of the community. **This condition shall be endorsed on the respective titles.**
- c. There shall be no development, inclusive of land clearance, in the conservation area identified as lots # **771, 774, 777 and 778** on plans titled '**Proposed Development at Belle-Air**' date stamped 9th February, 2012. **This condition shall be endorsed on the respective titles.**
- d. The incorporation within the scheme of usable lands for the non-residential needs (**Conservation Area**) of this subdivision as indicated on plan at lots numbered**771, 774, 777 and 778**..... Such lands shall be generally kept in their natural state; no development inclusive of land clearance shall be allowed and be clearly defined and fenced by the developer to the satisfaction of the Local Planning Authority prior to the release of the titles.

Please find attached a copy of the approved plan duly endorsed with the Council's official stamp and seal of approval thereon.

PLEASE NOTE THAT AT NO TIME THESE DOCUMENTS SHOULD BE HELD SEPARATELY.

- e. There shall be no development on **lot # 776 (Wetland Area)** on plans titled '**Proposed Development at Belle-Air**' date stamped 9th February, 2012, inclusive of modification and land clearance, without the expressed written permission of the Natural Resources Conservation Authority. **This condition shall be endorsed on the respective title.**
- f. The developer shall erect and maintain a physical barrier along the northern, eastern and southern boundaries of the **conservation areas in accordance with the environmental permit (Ref. No. 2010-06017-EP00047)**

9. **Phasing and Seeding**

- a. The development being undertaken in not less than**THREE (3)**.... phases as indicated on plans date stamped by the National Environment and Planning Agency (N.E.P.A.) 23RD February, 2012.
- b. The developer erecting (or causing to be erected) building on the land within phase one (1) at the minimum rate of one (1) building to each third (3rd) lot(s) before granting of permission to proceed with phase two (2) and similarly for other phases (if any).

Buildings being erected on each third (3rd) lot within three (3) years of approval. The same seeding ratio shall apply for the other phases.

Note: Within a residential area, the number of units within a multi-unit structure(s) will not be regarded as being equivalent to the number of lots to which seeding applies.

- c. Transfer of title to**EIGHTY-SIX (86) lots** in phase one (1) of the subdivision being withheld until the commencement of construction of a building on **EIGHTY-SIX (86) lots**.... within this phase according to plans which were submitted to and approved by the Local Planning Authority and Titles to all lots being withheld until the completion of the construction of all roads and other development works within each respective phase to the satisfaction of the Local Planning Authority.

10. **Road, Access & Drainage**

- a. Ingress/egress to the lots shall be to the satisfaction of the Superintendent of Roads & Works; this shall be by way of the proposed reserved roads.
- b. No building or permanent structure except for a carport shall be erected less than 6.1m from the property boundary along the proposed reserved road.
- c. The setback of 6.1m except for a carport shall be from the property boundary along the proposed reserved roads to the eave of any building.
- d. All Buildings or permanent structures to be erected on lots # 71 – 81, 83, 574 – 590, 167, 145-147, 131, 132 and 121-124 shall be setback a minimum of 6.1 m from the edge of the 30m wide Jamaica Public Service Company's power lines (J.P.S. Co.) easement.
- e. No building or permanent structure shall be erected less than 3.05m from any drain easement.
- f. There shall be no vehicular ingress/egress point from lot # 248 onto proposed road # 2.
- g. The vehicular ingress/egress point from lot# 248 shall be taken onto proposed road # 1 at the common boundary with lot # 249.
- h. There shall be no vehicular ingress/egress point from lots # 607 – 654 onto the 10.06m wide reserved road.
- i. There shall be no vehicular ingress/egress point from lots # 776 (green area) onto the 10.06m wide reserved road.
- j. There shall be no vehicular ingress/egress point from lot # 779 onto proposed road # 1.
- k. The vehicular ingress/egress point from lot # 779 shall be taken onto the proposed road # 2 a minimum of 30m from the intersection with proposed road # 1.

Please find attached a copy of the approved plan duly endorsed with the Council's official stamp and seal of approval thereon.

PLEASE NOTE THAT AT NO TIME THESE DOCUMENTS SHOULD BE HELD SEPARATELY.

- l. The proposed roads within the subdivision shall be given a lot number on the deposit plan and be transferred to the St. Ann Parish Council.
- m. The turning circle at the end of the cul-de-sacs shall conform to the National Works Agency standards (turning circle # 2).
- n. The detailed plans illustrating the following requirements along the North Coast Highway in the vicinity of the proposed subdivision shall be submitted to the National Works Agency through the Local Planning Authority for review and approved before completion of the subdivision or the commencement of any building construction of the site:
- i. Left Turn Slip Lane and Right Turn Lane;
 - ii. Bus Lay-bys on either of the carriageway;
 - iii. Pedestrian Crossing;
- o. The developer shall adhere to the specifications for the development works below which **shall be completed to the satisfaction of the Local Planning Authority before titles are issued:**
- i. **ROAD PROFILE:** The longitudinal and cross sections of the proposed reserved roads shall be constructed to the satisfaction of the Chief Executive Officer, National Works Agency and the Superintendent – Roads & Works, Local Planning Authority according to the plan stamped September 9, 2012 by the Local Planning Authority.
- ii. **ROAD GRADIENT:** Road gradient along the reserved roads shall be reduced to 15%.
- iii. **ROADWAY** The road reservation for the proposed roads shall be a minimum of 9.14m wide.
The asphalted carriage way shall not be less than 6.10m wide, centrally located within the road reservation with a fall from the centre towards the green verges of not less than 1 in 40 nor no more than 1 in 30 laid out in such levels as will afford the easiest gradient towards the drainage system within the subdivision and proper disposal of surface water.
- iv. **MATERIALS** All coarse aggregate shall be free from coating of clay, silt or objectionable matter and shall not contain clay balls or other aggregate of fine material.
All fine aggregate shall be clean, rough, durable and moderately sharp and free from coatings of clay, silt or other objectionable matter and shall contain no clay balls or other aggregation of fine materials. Representative samples of all materials proposed for use shall, when requested, be submitted for inspection and approval by the Superintendent – Roads & Works, SAPC.
- v. **MARL** The marl shall consist of a natural mixture of limestone rock fragments and calcareous fines, free from clay and soil binder and shall be approved by the Superintendent – Roads & Works, SAPC.
- vi. **SUB-GRADE** Site clearance shall be phased to minimize the area of exposed soil at any given time.
The sub-grade shall be stripped of all vegetable matter to a minimum depth of 150 mm and cart-away, properly graded and thoroughly compacted with a 12 – 14 ton Tandem Roller.

The sub-grade shall be stabilized by filling with granular materials and by rolling as the Superintendent – Roads & Works may direct. It should be shaped to the approved camber or cross fall as directed.
- vii. **SUB-BASE** The sub-base and base course shall be constructed of marl of a suitable quality to be approved by the St. Ann Parish Council. The marl shall be laid in two (2) equal layers. Each layer sprinkled thoroughly with water, while being compacted with a 12 – 14 ton

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Tandem Motor Roller. After compaction of all layers of marl, the final thickness shall not be less than 225 mm to falls.

All soft spots shall be carefully excavated and filled with suitable materials and same compacted with the proper equipment.

viii. **AGGREGATE**

The base shall be uniformly covered with 25 mm – 37.5mm diameter aggregate and thoroughly compacted with 12 – 14 ton Tandem Motor Roller.

The base course of the carriage way after completion shall be smooth and true to the road sections and profiles as approved by the St. Ann Parish Council.

ix. **KERB WALLS**

Kerb walls of 1:3:6 c.c. shall be constructed 150 mm thick and laid 300 mm below the finished level of the carriageway and 150 mm above.

x. **CHANNEL**

Concrete channels should be 450mm wide of 1:2:4 with steel float finish.

xi. **ASPHALTED
DOUBLE SURFACE
asphalt DRESSING**

The carriageway shall be asphalt full width between kerbs, the surface shall be swept clean and dry, then treated with liquid boiled to a temperature of 138 °C nor not more than 170 °C and sprayed at a rate of 2.9 and 1.4 litres per sq. m. respectively with 16 mm and 10mm diameter aggregate uniformly distributed for the face dressing while being rolled in with a seven (7) ton Roller to a maximum of two (2) passes to falls.

Where the gradient is at or close to 15% and at intersection that are on a grade, the surface dressing should be ASPHALTIC CONCRETE

The base shall be uniformly covered with Medium Cure Oil (M.C.O) at a rate of three (3) gallons per square yard. Apply, spread and roll at a rate of three (3) gallons per square yard. Apply, spread and roll Asphaltic Concrete a minimum of 37.5 mm thick while being compacted with a ten (10) ton roller. This shall be the final surface dressing.

xii. **SIDEWALKS**

Sidewalk shall be built on one side and a minimum width of 1m and shall be graded between the boundaries of the reservations and the carriageway to a fall of 1:30 towards the carriageway and broom finish. The ends to be ramped for ease of access to the physically challenged /aged.

xiii. **GREEN VERGE**
towards the

The green verge shall be properly graded to a fall of 1 in 30 carriageway and planted with suitable lawn grass as directed.

xiv. **WATER SUPPLY**

The developer shall install a network of water pipes throughout the development to allow for the interconnection by individual lot owners when public water supply becomes available.

100 mm water main shall be of Ductile or Cast Iron of Standard-Sun grey Iron Class-C, to B.S. (21) Spun Ductile Iron-Class 7 (Stanton & Stavely) or AWWA-C151 (JIE) and of the thickness design. AWWA-C150, of minimum pressure rating of 150 p.s.i. or P.V.C. pipes of similar pressure rating meeting the requirements of Draft Jamaica Specification of P.V.C. plastic pipes (SDR and Schedule 40 and 120) issued by the Jamaica Bureau of Standards can be used within the development. The mains shall be laid beneath one of the green verges to a depth of not less than 450 mm substantially paralleled to the carriageway and 0.62 m from it.

A 12.5 mm diameter connection shall be provided to each lot, plugged and marked for easy location.

The mains shall not be covered until inspected and approved by the Local Planning Authority / National Water Commission, or their representative. Connection to the main water supply system shall

Please find attached a copy of the approved plan duly endorsed with the Council's official stamp and seal of approval thereon.

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be made by the National Water Commission at the proprietor's expense, subject to the application from the proprietor. No supply is guaranteed until major improvements are carried out to the Greater St Ann Water Supply System.

xv. FIRE FIGHTING/PREVENTION

- a) A minimum of seventy-seven (77) Fire Hydrants and any related infrastructural works shall be laid out to the satisfaction of the Jamaica Fire Brigade – Fire Prevention Division.
- b) The developer shall ensure that a water tank, containing not less than 11,356 liters (3000 gallons) of water capacity to be built on lots 415 & 416, to which the Fire Brigade must have access in the event of an emergency.

xvi. TEST RESULTS

The developer shall submit a copy of the tests carried out by the National Water Commission and the Jamaica Fire Brigade on the water lines, water storage tanks and hydrants, respectively within the development; these tests should cover the laying, installation, testing and sterilization of the facilities and should be submitted with the application for release of titles/certificate of completion.

xvii. SULLAGE

No waste, sewage or effluent of any kind shall be permitted to be discharged beyond the boundaries of any lot. Such sewerage shall be properly disposed of by means of tertiary sewage systems.

xviii. ENTRANCES

The Ingress/Egress to each lot must be clearly delineated within the kerb wall, channel, sidewalk and green verge to be constructed.

The entrance to each lot shall be constructed to the satisfaction of the Local Planning Authority.

xix. ROAD SIGNS

The developer shall submit a street name for the proposed roadway and civic/gate number for each lot for approval by the St. Ann Parish Council.

A stop sign and street name sign, conforming to the specifications of the Road Traffic Regulations, the wording done in reflectorised material, shall be erected at the intersection points of **all** the proposed roads.

Stop signs shall be erected at all intersections conforming to the National Works Agency standards.

Road Traffic Signs and Street Name Signs shall be constructed of metal with approved wording, colour and size; the wording must be done in reflectorised material and shall be erected at intersections of all roadways and or such places as may be determined by the Local Planning Authority for the proper identification of the roadways.

Warning signs indicating "**Junction Ahead**" should be erected at the respective locations:

- a) Along the North Coast Highway a minimum of 150m on either side approaching the intersection with the proposed reserved road No 1.
- b) Along the proposed reserved road No. 1 a minimum of 150m from the intersection with the North Coast Highway.
- c) Along the Runaway Bay Main Road a minimum of 150m on either side approaching the intersection with the reserved road within the Belle-Air Phase 1.

Please find attached a copy of the approved plan duly endorsed with the Council's official stamp and seal of approval thereon.

PLEASE NOTE THAT AT NO TIME THESE DOCUMENTS SHOULD BE HELD SEPARATELY.

- d) Along the reserved road within Belle-Air Phase 1 a minimum of 150m from the intersection with the Runaway Bay Main Road.

Signs erected within and for this development are at the applicant's sole cost and to the specifications of the National Works Agency and St. Ann Parish Council.

- xx. ELECTRICAL SUPPLY** The developer shall be responsible to make proper and adequate arrangements with the Jamaica Public Service Company Limited or any other utility company for the extension of electric supply (**a complete distribution system inclusive of street lighting**) to serve the lots on this subdivision scheme and shall duly and punctually pay all cost and expenses thereby occasioned.

A plan approved by the J.P.S.Co. showing the number, type and location of streetlights shall be submitted to the Local Planning Authority and three (3) years maintenance paid to the Council prior to the erection of the streetlights.

- xxi. DRAINAGE** There shall be no deviation from the approved drainage plan without the written consent of the Chief Executive Officer, National Works Agency and the Superintendent – Roads and Works, St. Ann Parish Council.

All drainage facilities indicated and approved on the drainage plans shall be constructed as approved to the satisfaction of the Chief Executive Officer, National Works Agency and the Superintendent – Roads & Works, St. Ann Parish Council.

All concrete drains shall be suitably paved and graded to the point of ultimate disposal in a manner that will allow for the complete run-off of surface drainage.

Surface drainage/storm water runoff shall be effectively intercepted and disposed of by means conforming to the approved hydraulic report date stamped by the National Works Agency January 7, 2013

There shall be no deviation from the approved hydraulic report date stamped by the National Works Agency January 7, 2013.

No drainage from the subdivision shall be permitted to deposit beyond the boundaries of the subdivision except to the designated drainage areas.

- xxii. SUPERVISION** The works shall be at all times under the charge of a competent engineer, Clerk of Works or Foreman and the Local Planning Authority shall be advised in writing of the name of the competent representative on site.

The Local Planning Authority or its representative shall be allowed access without notice for inspecting all or any portion of the works in progress or any condition imposed on the subdivision as a condition of approval.

- xxiii. DUST NUISANCE** The developer shall ensure that construction material during transport be covered to prevent the generation of fugitive dust.

The developer shall during the construction phase wet road surfaces and stockpiles of soil, marl and exposed ground to prevent the generation of fugitive dust.

The developer shall ensure that solid waste generated during the construction and operational phases of the development shall be disposed at the nearest dumpsite approved by the National Solid Waste Management Authority.

Please find attached a copy of the approved plan duly endorsed with the Council's official stamp and seal of approval thereon.

PLEASE NOTE THAT AT NO TIME THESE DOCUMENTS SHOULD BE HELD SEPARATELY.

xxiv. **INSPECTIONS** The Superintendent – Roads & Works shall be informed to undertake inspection of the construction of the roads at the following stages:

- a) Completion of the sub-grade
- b) Completion of the base course
- c) Application of the wearing surface
- d) Installation of Stop & Street Name Signs

xxv. **COMPLETION OF DEVELOPMENT WORKS**

Development works on completion shall be maintained by the proprietor for an initial period of twelve (12) months to the satisfaction of the Local Planning Authority and providing all defects discovered within this period are made good to the Local Planning Authority's satisfaction, the Superintendent – Roads & Works shall certify to the St. Ann Parish Council at the end of this period that the works are satisfactory. (for taking over by the relevant authorities subject to application from the proprietor.)

If at the end of the initial period, the Superintendent is dissatisfied with the construction of the works, the proprietor shall carry out rehabilitation /corrective works as the Council shall decide, subject to report of the Superintendent – Roads and Works.

xxvi. **Takeover of Infrastructure Works**

If and when the appropriate Government Ministry and/or Agency decides to take over the roads, water supply system, water storage tanks and other amenities in the subdivision, the titles of the roads, reservoir/tank sites, pipeline and such other plans/lots on which these amenities are located shall be transferred free of cost to the relevant authorities.

Upon completion of the development works, the developer shall maintain at their sole expense all roads, the water supply system and other amenities on the subdivision until the same amenities are taken over by the relevant authorities, provided that, until the roads are taken over, the Council reserves the right of ingress and egress at all times.

The developer shall make an application for the taking over of these amenities at least six (6) months prior to the first day of April, in any year. Such application however shall not impose on the relevant authorities any obligation to take over and maintain these amenities.

A plan showing the number, type and location of relevant infrastructure shall be submitted to the Local Planning Authority and three (3) years maintenance paid to the Council prior to the takeover of the roadways, drains, etc.

- p. Traffic Management works to be carried out along the North Coast Highway shall be at sole cost to the developer.
- q. The developer shall ensure that work is carried out between the hours of 7:00 a.m. and 6:00 p.m. from Mondays to Fridays and 8:00 a.m. and 6 p.m. on Saturdays. There shall be no work on Sundays and Public Holidays. Any works to be done outside of this period will require the permission of the Authority.
- r. Entrance/exit to and from lots onto the proposed reserved roads shall be kept as far as possible away from corners and in no event shall be within 15.24m of any road intersection.
- s. Natural drainage onto lands shall be unimpeded.
- t. Existing drainage shall not be impeded or interrupted in any way and access shall be allowed for the maintenance thereof.

Please find attached a copy of the approved plan duly endorsed with the Council's official stamp and seal of approval thereon.

PLEASE NOTE THAT AT NO TIME THESE DOCUMENTS SHOULD BE HELD SEPARATELY.

- u. Drainage resulting from the works done on the subdivision shall be satisfactorily intercepted and disposed of before it reaches the proposed and reserved roads.
 - v. Surface drainage/storm water runoff shall be effectively intercepted and disposed of before reaching the proposed reserved roads to the satisfaction of the Local Planning Authority.
 - w. The wetlands demarcated on the overall surface drainage plan shall be reserved solely for storm water management purposes.
 - x. There shall be no modification or development of the wetlands.
 - y. The area of the gully indicated in red and other sections downstream leading to the drain crossing the North Coast Highway shall be repaired before final construction and handover of the proposed subdivision.
 - z. The Parish Manager, National Works Agency and Superintendent, St. Ann Parish Council shall be consulted to inspect and monitor construction of the surface drainage/storm water runoff and infrastructure works at the 25%, 50% and 75% intervals until completion and confirm approval in writing to the Chief Executive Officer, National Works Agency and the Secretary/Manager, St. Ann Parish Council respectively.
 - aa. There should be no injection of runoff and or sewage into the non-pumping well located on the property.
 - bb. No title shall be issued until the surface drainage infrastructure works are completed.
11. **Utilities & Amenities**
- a. Water
 - i. The developer shall satisfy the Local Planning Authority and/or the National Water Commission with respect to the arrangements for infrastructure works, the source and the supply of water for the development.
 - ii. The developer shall be responsible for the provision of adequate water supply to the scheme and to each lot.
 - iii. A water storage tank of a minimum capacity of 4,000 litres/2 days' supply shall be provided by the individual lot owners. The tanks shall be constructed and fully operational for the supply of potable water before the occupation of any of the lots, and this shall be endorsed as a covenant on the individual titles. **This to be endorsed on the respective titles.**
 - iv. The design of the water storage tank on the individual lots shall be submitted along with detailed building plans for approval by the Local Planning Authority. **This to be endorsed on the respective titles.**
 - v. Water conservation devices and/or technologies shall be used in the building plans submitted to the Local Planning Authority for approval. These should include, but not limited to :-
 - a) Aerator/flow restrictors.
 - b) Low flush toilets
 - c) Grey water from sewage effluent shall be collected and used for irrigation
 - b. Sewage
 - i. The developer shall satisfy the Health Authority with respect to all arrangements for and the construction of sewage effluent disposal for the development.
 - ii. The developer shall satisfy the Health Authority with respect to all arrangements for and the construction of sewage effluent and drainage disposal.
 - iii. Sewage disposal from individual lots shall be effected by connection to the Belle-Air Sewage Treatment Plant. **This condition shall be endorsed on the respective titles.**

Please find attached a copy of the approved plan duly endorsed with the Council's official stamp and seal of approval thereon.

PLEASE NOTE THAT AT NO TIME THESE DOCUMENTS SHOULD BE HELD SEPARATELY.

- iv. Sewage treatment and disposal shall be effected by way of connecting to the Belle-Air Sewage Treatment Plant as approved by the Natural Resources Conservation Authority (N.R.C.A.) in environmental permit dated July 1, 2010 (**Ref. #: 2010-06017-EP00041 & 2010-06017-EL00013**).
- v. There shall be no occupancy of any units constructed at the site prior to the connection to the central sewer network.
- vi. Sewage treatment and disposal facilities are to be constructed to the satisfaction of the Environment Health Unit and Local Planning Authority.

12. **Adjustments**

The setting out of road alignment and lot boundaries shall be subject to the confirmation on ground by the Local Planning Authority and all pre-checked plans shall be adjusted accordingly. A statutory declaration from a Commissioned Land Surveyor along with copy of pre-checked diagram shall be submitted to the Council in pursuance of this condition and shall be provided upon application for the release of title.

13. **Other Conditions**

a. The developer shall undertake the development according to the general & specific terms and conditions set forth in the Natural Resources Conservation Authority (N.R.C.A.) **permits and Licences dated July 1, 2010 - Permit Nos. 2010-06017-EP00041 & 2010 06017-EP00047 and 2010-06017-EL00013 and amendments with reference numbers 2014-06017-EL00080A, 2014-06017-EL00080B & 2014-06017-EL00080C** under the Natural Resources Conservation Authority Act, Natural Resources Conservation (Permits & Licences) Regulations, 1996.

- a. No building on the lots in the development shall be erected to more than two (2) floors (ground floor & first floor) or to a height greater than 6.9m (23ft) without the approval of the Local Planning Authority (St. Ann Parish Council).
- b. There shall be no further subdivision of all single family residential lots (lots # 1 – 414, 417 - 763). **This condition shall be endorsed on the respective titles.**
- a. There shall be no further subdivision of lots 415 & 416. **This condition shall be endorsed on the respective titles.**
- b. There shall be no further subdivision of **lots # 771, 774, 777, 778 and 779** save and except as approved by the Local Planning Authority. **This condition shall be endorsed on the respective titles.**
- c. No sign or hoarding or other advertisement being erected on the land except as specifically permitted by the Local Planning Authority (St. Ann Parish Council).
- d. All permanent structures to be erected on lots # 590 - 607, 760, 542, 490 - 492, 475, 472-474, 458, 457, 442, 637, 638, 670, 694 -697, 706, 573, 574, 522, 500 - 521, 499, 484, 483, 465 and 464 shall be setback a minimum of 3.1m from the edge of the proposed drain easement or as approved by the Local Planning Authority.
- e. **Lot # 768** shall be reserved for Sewage Treatment and Disposal plant purposes only. **This area shall be transferred to the lots owners in common ownership and shall be endorsed on the respective titles.**
- f. **Lots # 1 – 414, 417 - 763** shall be reserved for Residential (specifically One Single family) purposes only. **This condition shall be endorsed on the respective titles.**
- g. **Lots 415 & 416** shall be reserved for water tank storage purposes. **This condition shall be endorsed on the respective titles.**

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- h. **Lot # 779** shall be reserved for Commercial purposes only. **This condition shall be endorsed on the respective title.**
 - i. **Lots # 767** shall be reserved for Institutional (school) purposes only. **This condition shall be endorsed on the respective title.**
 - j. The title for the Lot # 767 – reserved for institutional (school) purposes shall be handed over with registered title to the Ministry of Education.
 - k. **Lots # 764-766, 769, 770, 772, 773, 775 and 780** shall be reserved for Recreational/Open Space purposes. **This condition shall be endorsed on the respective titles.**
 - l. **Lots # 771, 774, 777 and 778** shall be reserved for Conservation Area purposes. **This condition shall be endorsed on the respective titles.**
 - m. **Lot # 776** shall be reserved for Wetland Area purposes. **This condition shall be endorsed on the respective title.**
 - n. Trees with a trunk diameter equal to or greater than twenty-five (25) centimetres at a height of one (1) metre from the ground shall be retained; any tree located on the road alignment or at an area to be occupied by building(s) may be removed and replanted at a suitable location.
 - o. Noise level during site construction shall not exceed 70dB from the property boundaries.
 - p. The applicant shall cover construction material during transport to prevent the generation of fugitive dust.
 - q. The applicant is not allowed to undertake any blasting on the property without the prior written approval of the Mines and Geology Division and National Environment and Planning Agency.
 - r. The applicant shall ensure that solid waste generated during the construction and operational phases of the development shall be disposed at the nearest approved dump site.
14. All works and conditions on the subdivision shall be completed within 6 years of approval.
15. This approval does not dispense with the obligation to apply for modification or discharge of any restrictive covenants where the approval is not in conformity with any covenant endorsed on the title and is subject to such modification or discharge as the case may be. The applicant shall where the Restrictive Covenants (Discharge & Modification) Act applies make the relevant applications to the Court.
16. The Restrictive Covenants Nos. **3 – 8, 10a – l, 10r – x, 11a iii – v, 11b iii, 11bv, 13 b – l & 13n - g** mentioned, shall run with the said land and shall bind as well the Registered Proprietors, their heirs, personal representatives and transferees, as the registered proprietors for the time being and shall inure to the benefit of and be enforced by the Registered Proprietor for the time being, of the lands or any portion thereof, now or formerly comprised in this Certificate of Title.

Please find attached a copy of the approved plan duly endorsed with the Council's official stamp and seal of approval thereon.

PLEASE NOTE THAT AT NO TIME THESE DOCUMENTS SHOULD BE HELD SEPARATELY.

17. **Transfer of Titles**

None of the above lots shall be released, transferred or Titles issued, until the Parish Council of Saint Ann certifies to the Registrar of Titles that the development works (roads, drains, water, supply mains, hydrants, water storage tank, street lighting, sewage disposal arrangements, etc) have been carried out in a satisfactory manner in accordance with the Specification attached and the said Parish Council is satisfied that the building programme is completed in a satisfactory manner in accordance with approved building plans where applicable conditions nos. **9, 10a, 10f - k, 1m, - o, 10y - aa, 12, 13f & 13r** apply.

CERTIFIED CORRECT

"The **COMMON SEAL OF THE PARISH COUNCIL OF ST. ANN** was hereunto affixed at St. Ann's Bay in pursuance of a resolution passed at a meeting of the said Council held on **12th FEBRUARY, 2015** in the presence of "

The Chairman of the St. Ann Parish Council

Desmond Gilmore)

And

Lambert Weir)

And

Arthur Clemetson)

Two of the Councillors of the said St. Ann Parish Council

And

Alfred Graham)

Secretary/Manager of the St. Ann Parish Council

In the presence of:

Delroy Redwing

[Signature]

Justice of the Peace
for the Parish of St. Ann

Please find attached a copy of the approved plan duly endorsed with the Council's official stamp and seal of approval thereon.

PLEASE NOTE THAT AT NO TIME THESE DOCUMENTS SHOULD BE HELD SEPARATELY.



BOUNDARY NOTES

1. The boundary lines shown on this map are based on the original survey records and field notes of the original surveyor. The original survey records are on file in the office of the County Clerk, New York County, New York.

2. The boundary lines shown on this map are subject to the provisions of the Subdivision Map Act, Chapter 310 of the Laws of 1962, and any amendments thereto.

3. The boundary lines shown on this map are subject to the provisions of the Real Property Law, Chapter 467 of the Laws of 1962, and any amendments thereto.

4. The boundary lines shown on this map are subject to the provisions of the Real Property Law, Chapter 468 of the Laws of 1962, and any amendments thereto.

5. The boundary lines shown on this map are subject to the provisions of the Real Property Law, Chapter 469 of the Laws of 1962, and any amendments thereto.

6. The boundary lines shown on this map are subject to the provisions of the Real Property Law, Chapter 470 of the Laws of 1962, and any amendments thereto.

7. The boundary lines shown on this map are subject to the provisions of the Real Property Law, Chapter 471 of the Laws of 1962, and any amendments thereto.

8. The boundary lines shown on this map are subject to the provisions of the Real Property Law, Chapter 472 of the Laws of 1962, and any amendments thereto.

9. The boundary lines shown on this map are subject to the provisions of the Real Property Law, Chapter 473 of the Laws of 1962, and any amendments thereto.

10. The boundary lines shown on this map are subject to the provisions of the Real Property Law, Chapter 474 of the Laws of 1962, and any amendments thereto.

SCHEDULE OF AREAS

Block	Lot	Area (sq. ft.)	Area (sq. m.)
Block 1	1	10,000	914.4
	2	10,000	914.4
	3	10,000	914.4
	4	10,000	914.4
	5	10,000	914.4
	6	10,000	914.4
	7	10,000	914.4
	8	10,000	914.4
	9	10,000	914.4
	10	10,000	914.4
Block 2	1	10,000	914.4
	2	10,000	914.4
	3	10,000	914.4
	4	10,000	914.4
	5	10,000	914.4
	6	10,000	914.4
	7	10,000	914.4
	8	10,000	914.4
	9	10,000	914.4
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	6	10,000	914.4
	7	10,000	914.4
	8	10,000	914.4
	9	10,000	914.4
	10	10,000	914.4
Block 2	1	10,000	914.4
	2	10,000	914.4
	3	10,000	914.4
	4	10,000	914.4
	5	10,000	914.4
	6	10,000	914.4
	7	10,000	914.4
	8	10,000	914.4
	9	10,000	914.4
	10	10,000	914.4



SCHEDULE OF AREAS

Block	Lot	Area (sq. ft.)	Area (sq. m.)
Block 1	1	10,000	914.4
	2	10,000	914.4
	3	10,000	914.4
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	6	10,000	914.4
	7	10,000	914.4
	8	10,000	914.4
	9	10,000	914.4
	10	10,000	914.4
Block 2	1	10,000	914.4
	2	10,000	914.4
	3	10,000	914.4
	4	10,000	914.4
	5	10,000	914.4
	6	10,000	914.4
	7	10,000	914.4
	8	10,000	914.4
	9	10,000	914.4
	10	10,000	914.4

PROPOSED SUBDIVISION PLAN
OF PART OF
BELLER AIR
BLOCK 5
SHEET 500

VOL. 1382 PLOT 241, VOL. 1382 PLOT 292 and VOL. 1382 PLOT 253



Approved by
[Signature]

Notary Public
[Signature]



2/7/10

**THE NATURAL RESOURCES CONSERVATION AUTHORITY ACT
The Natural Resources Conservation (Permits and Licences)
Regulations, 1996**

**Permit to Undertake Enterprise, Construction
Or Development in a Prescribed Area
[Pursuant to Section 9 (2)]**

Permit No. 2010-06017-EP00047

Application Date: 12 March 2010

The Permittee: Housing Agency of Jamaica Limited

Of: 13 Caledonia Avenue, Kingston 5, St. Andrew

Is hereby authorized to undertake:

**Subdivision and Housing Project of Ten (10) Houses or more
(Belle Air I, II and III)**

At: Belle Air, Runaway Bay, St. Ann

In accordance with the terms and conditions specified in the Schedule:

**This permit is granted subject to the Terms and Conditions set forth in the
Schedule below**

SCHEDULE

The Natural Resources Conservation Authority under its mandate to ensure the proper management, conservation and protection of the physical resources of this island has pursuant to Section 9 of the Natural Resources Conservation Authority Act and the Natural Resources Conservation (Permits and Licences) Regulations 1996 established a system of permits for certain prescribed activities as mandated by The Natural Resources (Prescribed Areas) (Prohibition of Categories of Enterprise, Construction and Development) Order, 1996. It is an implied condition of every permit that based on the information presented in the Project Information Form, the Application Form and where applicable, the Environmental Impact Assessment, and any addendum or adjustments made thereto, that the Authority is of the view that the activity subject to all the conditions stipulated in this permit is not likely to be injurious to public health or the environment. Where new regulations are made or existing regulations are amended by the Minister under the Natural Resources Conservation Authority Act 1991 or other statute this Permit shall be deemed, upon promulgation of such regulations or statute to automatically be amended to conform to such regulations or statute.

This Permit comprises of all seven (7) pages of this document, Permit Application and the Project Information Form both dated 10 February 2010, received and date stamped by the Natural Resources Conservation Authority 12 March 2010, documents titled 'Belle Air Phase 1, 2 & 3 Comprehensive Project Brief', dated 18 February 2010, received and date stamped by the Authority 12 March 2010, 'Rapid Ecological Assessment (REA) Proposed Residential Subdivision – Belle Air 3, Runaway Bay, St. Ann' dated 22 March 2010, received and date stamped by the Authority 24 March 2010 and drawings titled 'Subdivision Plan of Part of Belle Air (Phase #1) Registered at Volume 1292 Folio 735 St. Ann', 'Belleair 1 Phase No. 1', 'Belleair 1 Phase Nos. 2 and 3' all received and date stamped by the Authority 12 March 2010, Belle Air II as shown on drawing titled 'Proposed Housing Development at Belle Air III Drainage Layout', sheet title 'Overall Drainage Layout' drawing # DL – Sheet 6, dated August 2009 received and date stamped 6 May 2010 and 'Proposed Development at Belle - Air 3' sheet title 'Subdivision Layout' drawing #: SL – Sheet 1, dated August 2009 received and date stamped by the Authority 31 May 2010 and any accompanying addenda..

Description of Permitted Activity

This Permit is for the subdivision of approximately 155.39 hectares of land into one thousand, seven hundred and seventy-eight (1778) lots. The subdivision features three (3) main phases of which two (2), that is Belle Air I and II have been undertaken. The details of the development are as follows:

Belle Air I and II

Approximately 74.46 hectares (184 acres) of land has been subdivided into a total of nine hundred and ninety-eight (998) residential lots. Five hundred and eighty three (583) lots are located in Belle Air I, while four hundred and fifteen (415) lots are located in Belle Air II. The lot sizes in these two (2) phases range from 327.94 square metres to 11,786 square metres and space has also been allocated for community facilities within these two (2) existing phases.

Belle Air III

Belle Air III will involve the subdivision of approximately 80.93 hectares (200 acres) of land into seven hundred and eighty (780) lots of which seven hundred and sixty-four (764) lots will be used for residential purposes. Belle Air III will be undertaken in three (3) phases and is considered to be a large mixed development which will provide serviced lots, studio units, one-bedroom units and two-bedroom units. Five hundred and six (506) housing units consisting of studio units, one-bedroom units and two-bedroom units will be constructed and there will be two hundred and fifty-eight (258) serviced lots.

Phase 1 will be made up of only serviced lots, phase 2 will be a mixture of serviced lots and one-bedroom and two-bedroom units and phase 3 will be a mixture of studio, one-bedroom and two-bedroom units. The lot sizes will range from 380 square metres to 1000 square metres and space has been reserved for open space throughout the development. A commercial area has been proposed at the northern most tip of the development and 3.89 hectares (9.63 acres) of land has also been reserved for the provision of a high or primary school. An area has also been designated as a conservation area within the development and this area will remain undisturbed.

Sections	Number of Lots
Phase 1 – Residential Lots	140 (lots 302-441)
Phase 2 – Residential Lots	301 (lots 1-301)
Phase 3 – Residential Lots	323 (lots 442-763)
<i>Total Residential Lots</i>	<i>764</i>
General Open Space	9 (lots 764, 765, 766, 769, 770, 772, 773, 775, 780)
Commercial	1 (lot 779)
School	1 (lot 767)

Sewage	1 (lot 768)
Conservation area	4 (lots 771, 774, 777, 778)
Wetland	1 (lot 776)

Definitions

“Permittee” means the holder of this Permit

“Authority” means the Natural Resources Conservation Authority established pursuant to S.3 of the Natural Resources Conservation Authority Act

“Representation” means any information implied or express on which the Authority has relied to grant this Permit and includes all the information contained in the Application Form, the Project Information Form and the Environmental Impact Assessment Report where applicable, addenda and all supplementary documentation and information including but not limited to correspondence.

The Permittee hereby undertakes to comply with all the following terms and conditions:-

General Conditions

1. All works carried out pursuant to this Permit shall be performed under the professional supervision of trained personnel who are qualified and competent to carry out the functions and duties of the Permitted Activity and who are conversant with the accompanying safety requirements and the hazards to workers, the public and the environment.
2. The Permittee shall not assign, or transfer or dispense with this Permit or part with any benefit under it except with the prior written consent of the Authority.
3. Any reference to time in this Permit shall be computed as of the date of this Permit.
4. The Authority reserves the right to alter, amend or introduce new conditions to this Permit at any time.
5. The Authority may in its sole discretion revoke or suspend this permit if it is satisfied that a breach of any term or condition, implied or express, subject to which this permit has been granted has been committed.
6. The Permit is granted subject to any existing legal rights of third parties.
7. This Permit does not dispense with the Permittee's obligations under any other law, nor does it authorize a contravention of any statute, regulations, the common law or breach of any agreement.
8. The Authority reserves the right to review this Permit periodically and may initiate administrative and/or judicial action for any violation of any condition by the Permittee, its customers or guests, its agents, employees, servants, contractors or assignees.
9. A copy of this Permit shall at all times be placed in a prominent place at the location of operation (or business as the case may be) and shall be in such characters and in such position as to be conveniently read by the persons having functions and duties which are or may be affected by the matters set forth in this authorization.
10. The company shall maintain and keep in good repair all equipment used in carrying on the process (or operation) as the case may be. Maintenance shall be carried out in accordance with the manufacturers' recommendations or in such better manner or at such greater frequency as operational experience may show to be appropriate.
11. There shall be safe and adequate access to all sampling and monitoring points.
12. The Permittee shall keep all records of the operation including any environmental monitoring results for a period of not less than five (5) years, computed from the date on which the records were made and such records shall be available for inspection at any reasonable time by any member or officer of the Authority authorized to do so.

13. Any amendment to the records shall be made in such a way as to leave the original result legible. Only authorized persons may make amendments to records and every such amendment shall bear the signature of the said authorized person.
14. The failure of the Authority to enforce at any time or for any period any one or more of the terms or the conditions of this Permit shall not be a waiver of its right at any time subsequently to enforce all the terms and conditions of this Permit.
15. Any member of the Authority or any authorized officer of the said Authority may at any reasonable time, make such periodical inspections and investigations in respect of the activities that are herein permitted for the purpose of ascertaining whether the terms and conditions of this permit are being observed or not and the Permittee shall allow such authorized officer to do such inspections.
16. If there is any proposed change in the ownership of the Permittee notification of such change shall be given to the Authority at least one (1) month prior to such change.
17. If the permitted activity does not commence within five years after the date of this Permit, then this Permit is void and the Permittee shall re-apply for a new Permit.

Specific Conditions

DOCUMENTATION

1. The Permittee shall comply with the representations made in the Permit Application and the Project Information Form both dated 10 February 2010, received and date stamped by the Natural Resources Conservation Authority 12 March 2010, documents titled 'Belle Air Phase 1, 2 & 3 Comprehensive Project Brief', dated 18 February 2010, received and date stamped by the Authority 12 March 2010, 'Rapid Ecological Assessment (REA) Proposed Residential Subdivision – Belle Air 3, Runaway Bay, St. Ann' dated 22 March 2010, received and date stamped by the Authority 24 March 2010 and drawings titled 'Subdivision Plan of Part of Belle Air (Phase #1) Registered at Volume 1292 Folio 735 St. Ann', 'Belleair 1 Phase No. 1', 'Belleair 1 Phase Nos. 2 and 3' all received and date stamped by the Authority 12 March 2010, Belle Air II as shown on drawing titled 'Proposed Housing Development at Belle Air III Drainage Layout', sheet title 'Overall Drainage Layout' drawing # DL – Sheet 6, dated August 2009 received and date stamped 6 May 2010 and 'Proposed Development at Belle - Air 3' sheet title 'Subdivision Layout' drawing #: SL – Sheet 1, dated August 2009 received and date stamped by the Authority 31 May 2010 and any accompanying addenda.
2. The Permittee shall ensure that all correspondence, notifications, plans, reports or any other documents being submitted to the Agency pursuant to any General and/or Specific Condition of the Permit are addressed to Manager, Enforcement Branch, National Environment and Planning Agency, 10 Caledonia Avenue, Kingston 5.

SEWAGE TREATMENT

3. The Permittee shall obtain a permit for the construction of the sewage treatment facility and a licence to discharge sewage effluent pursuant to Sections 9 and 12 of the Natural Resources Conservation Authority Act 1991, prior to the construction of any sewage treatment and disposal facility servicing the development.
4. The Permittee shall ensure that there is no occupation of the lots, the newly constructed housing and commercial units prior to connection to the sewage treatment facility servicing the development.
5. The Permittee shall ensure that lot 768 as identified on plan titled 'Proposed Development at Belle - Air 3' sheet title 'Subdivision Layout' drawing #: SL – Sheet 1, dated August 2009 received and date stamped by the Authority 31 May 2010 is reserved for the sewage treatment and disposal system.
6. The Permittee shall ensure that there is adequate provision of toilet facilities for the use of the construction work force. These facilities shall be in the form of portable units (chemical toilets) installed with the approval of the Local Health Authority.
7. The Permittee shall ensure pursuant to Specific Condition 6 that the sewage from the portable chemical toilets are collected and treated at an existing approved sewage treatment facility to the satisfaction of the Local Health Authority.

DRAINAGE

8. The Permittee shall ensure that the storm water drainage plan is implemented based on a design approved by the National Works Agency. A copy of the approval from the National Works Agency shall be submitted to the Manager of the Enforcement Branch, National Environment and Planning Agency, 10 Caledonia Avenue, Kingston 5, prior to the commencement of the Belle Air III development.
9. The Permittee shall not impede the natural drainage.
10. The Permittee shall ensure that construction materials including soil and marl are stored away from surface drainage channels and features.

OPEN SPACE AND CONSERVATION AREA

11. The Permittee shall ensure that lots 764, 765, 766, 769, 770, 772, 773, 775 and 780 as shown on plan titled 'Proposed Development at Belle – Air 3' sheet title 'Subdivision Layout' drawing #: SL – Sheet 1, dated August 2009 received and date stamped by the Authority 31 May 2010 are retained for open areas/green areas and this shall be endorsed as a covenant on the individual lot titles.
12. The Permittee shall ensure that lots 771, 774, 777 and 778 as shown on plan titled 'Proposed Development at Belle – Air 3' sheet title 'Subdivision Layout' drawing #: SL – Sheet 1, dated August 2009 received and date stamped by the Authority 31 May 2010 are retained as conservation areas and this shall be endorsed as a covenant on the individual lot titles.
13. The Permittee shall ensure that there is absolutely no development, inclusive of land clearance, within the conservation area.
14. The Permittee is strictly prohibited from carrying out any development activities inclusive of modifications and land clearance within lot 776 as stated on plan titled 'Proposed Development at Belle – Air 3' sheet title 'Subdivision Layout' drawing #: SL – Sheet 1, dated August 2009 received and date stamped by the Authority 31 May 2010 without the expressed written approval of the Authority.
15. The Permittee shall ensure that a physical barrier is erected along the northern, eastern and southern boundary of the conservation area.

SCHOOL

16. The Permittee shall ensure that lot 767 as identified on plan titled 'Proposed Development at Belle - Air 3' sheet title 'Subdivision Layout' drawing #: SL – Sheet 1, dated August 2009 received and date stamped by the Authority 31 May 2010 is reserved for a school.

WATER SUPPLY

17. The Permittee shall construct or cause to be constructed tanks of minimum volume of 4,000 litres for the individual lots. The tanks shall be constructed and fully operational for the supply of potable water before the occupation of any of the lots, and this shall be endorsed as a covenant on the individual titles.
18. The Permittee shall install a network of water pipes throughout the development to allow for the interconnection by individual lot owners when public water supply becomes available.
19. The Permittee shall ensure that a water tank, containing not less than 11,356 liters (3,000 gallons) of water be built, to which the Fire Brigade must have access in the event of an emergency.

FAUNA AND FLORA

20. Trees with a trunk diameter equal to or greater than twenty-five (25) centimetres measured at a height of one (1) metre above the ground shall be clearly marked (flagged using fluorescent tape at three levels on the trunk) and mapped for preservation prior to the clearance of the area slated for development. Any tree located on the road alignment or within the area to be occupied by the buildings may be removed.
21. The Permittee shall ensure that a map clearly identifying those trees mapped for preservation is submitted to the Manager of the Enforcement Branch, National Environment and Planning Agency, 10 Caledonia Avenue, Kingston 5, prior to the clearance of the area slated for development.
22. The Manager of the Enforcement Branch, National Environment and Planning Agency, 10 Caledonia Avenue, Kingston 5 must be notified in writing of the completion of the tree flagging exercise at least seven (7) days prior to the clearance of the area slated for development.
23. The Permittee shall conduct vegetation clearance on a phased basis in tandem with the phased development of the site in order to reduce the amount of and duration of soil exposure. The Agency shall be notified in writing of the dates of vegetation clearance activities at least two weeks in advance to allow a representative of the Agency to be present during the selective pre-construction clearance exercise.

24. The Permittee shall establish a Plant Nursery for plants to be relocated under the supervision and approval of the Agency. Each species shall be assigned and tagged with a unique identifier, which shall be readily visible in order to be read when officers or agents of the Agency carry out inspections.
25. The Permittee shall ensure that all endemic, endangered, rare, threatened or ecologically valuable plant species found within the footprint of the development are relocated to the Plant Nursery as specified in specific condition 24.
26. The Permittee or its agents/contractors shall not injure or kill any Jamaican Boa/Yellow Snake (*Epicrates subflavus*) found in the permitted area. The Agency shall be immediately contacted if any such snake is observed.
27. The Permittee shall ensure that all endemic and endangered fauna on the site are to be relocated to the conservation area of the property and if injured, are sent to a Rescue Centre approved by the Agency.
28. The Agency shall be notified within 48 hours of the removal of any endemic and endangered fauna to the approved Rescue Centre.

DUST CONTROL

29. The Permittee shall cover construction materials during transport to prevent the generation of fugitive dust.
30. The Permittee shall during the construction phase wet road surfaces and stockpiles of soil and marl to prevent the generation of fugitive dust.

NOISE ABATEMENT

31. The Permittee shall ensure that the noise level during construction does not exceed 70 dB at the boundary of the site.
32. The Permittee shall ensure that work is carried out between the hours of 7:00 a.m. and 6:00 p.m. from Mondays to Fridays and 8:00 a.m. and 6:00 p.m. on Saturdays. There shall be no work on Sundays and Public Holidays. Any work to be done outside of this period will require the permission of the Authority.

SOLID WASTE DISPOSAL

33. The Permittee shall ensure that there is no burning of waste or any other debris on the site.
34. The Permittee shall ensure that the solid waste generated during the construction and operational phases of the development is disposed of at a municipal dumpsite with the approval of the Metropolitan Parks and Market and/or the National Solid Waste Management Authority. A copy of the approval from the Metropolitan Parks and Market and/or the National Solid Waste Management Authority shall be submitted to the Manager of the Enforcement Branch, National Environment and Planning Agency, 10 Caledonia Avenue, Kingston 5, prior to the commencement of the development.
35. The Permittee shall provide proper waste receptacles for solid waste collection onsite during the construction and operational phases.

ARCHAEOLOGICAL AND ARTIFACTS PROTECTION

36. The Jamaica National Heritage Trust shall be notified of any activity which may involve the excavation of an archaeological or historical site.

LANDSCAPING

37. The Permittee shall submit a Landscape Plan to the Agency within ninety (90) days of the granting of this permit and no landscaping activities should be undertaken prior to the approval of this plan by the Agency. This plan must include but not be limited to:
 - a list of the species (both common and scientific names) to be used in landscaping;
 - the source of the vegetation to be used during landscaping, especially large trees; and
 - a landscaping map

APPROVALS/APPLICATIONS REQUIRED

38. The Permittee shall apply to the Authority for an Environmental Permit and/or Licences pursuant to sections 9 and 12 of the Natural Resources Conservation Authority Act for any subsequent development on the property in accordance with the Natural Resources Conservation (Permits and Licences) Regulations 1996.

39. The Permittee shall ensure that there is no blasting in the permitted area without the prior written approval of the Mines and Geology Division. A copy of the approval shall be submitted to the Manager of the Enforcement Branch of the National Environment and Planning Agency, 10 Caledonia Avenue, Kingston 5, prior to any blasting activity.

ENVIRONMENTAL MANAGEMENT AND MONITORING

40. The Permittee shall, pursuant to General Condition 1, identify and engage an Environmental Manager and/or Project Manager during the construction and operational phases of the development, and shall submit the name and contact information of said manager/s to the Manager, Enforcement Branch, National Environment and Planning Agency, 10 Caledonia Avenue, Kingston 5, prior to commencement of the development under the permit. The Authority shall be notified in writing of any change(s) to the Environmental Manager and/or Project Manager within one (1) month of the change(s).

41. The Permittee shall submit to the Agency within three (3) months of the date of issue of this Permit an Environmental Management Plan. The Environmental Management Plan shall include but shall not be limited to the following:-

- i. Energy conservation measures; and
- ii. Water conservation measures

42. The Permittee shall ensure that there is no commencement of development prior to the written approval of the Environmental Management Plan by the Agency. The Environmental Management Plan shall be implemented during the construction and operation of the development and reports made available to the Agency on a quarterly basis during the period of construction and every six months during the operation of the development.

43. The Permittee or its agents and subcontractors shall design and submit within three (3) months of the issuing of this permit, an Environmental Monitoring Programme to be approved by the Agency prior to the start of construction. The programme shall include but not be limited to:

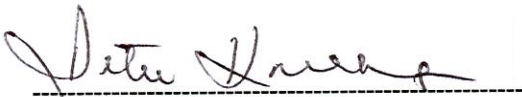
- waste handling and disposal;
- air quality; and
- noise levels

The environmental monitoring programme shall be implemented during the construction phase of the development and reports made available to the Agency on a monthly basis, during the first three months of construction and quarterly thereafter to the end of the construction phase. The reports shall be submitted to the Manager, Enforcement Branch, National Environment and Planning Agency 10 Caledonia Avenue, Kingston 5.

44. The monitoring programme shall be undertaken in accordance with specific condition 43 and the monitoring information shall include, but shall not be limited to: -

- a) the date, exact place and time of sampling; or measurement;
- b) the person(s) responsible for performing the sampling or measurement;
- c) the date(s) analyses were performed;
- d) the analytical techniques or methods used; and
- e) the results of such analysis.

Dated this 18th day of July, 2010



PETER KNIGHT, JP
for Natural Resources Conservation Authority



GILROY ENGLISH
Secretary
Natural Resources Conservation Authority



NATIONAL ENVIRONMENT & PLANNING AGENCY

10 & 11 Caledonia Avenue, Kingston 5, Jamaica W.I.; Tel: (876) 754-7540/3 Fax: (876) 754-7595-6 Hotline: 1-888-991-5005
E-mail: ceo@nepa.gov.jm, Web Site: <http://www.nepa.gov.jm>

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27/10

**THE NATURAL RESOURCES CONSERVATION AUTHORITY ACT
The Natural Resources Conservation (Permits and Licences)
Regulations, 1996**

**Permit to Undertake Enterprise, Construction
Or Development in a Prescribed Area
[Pursuant to Section 9 (2)]**

Permit No. 2010-06017-EP00041

Application Date: 12 March 2010

The Permittee: Housing Agency of Jamaica Limited

Of: 13 Caledonia Avenue, Kingston 5, St Andrew

Is hereby authorized to undertake:

Construction and operation of a sewage treatment plant

At: Belle Aire III, Runaway, St Ann

In accordance with the terms and conditions specified in the Schedule:

**This permit is granted subject to the Terms and Conditions set forth in the
Schedule below**

Any reply or subsequent reference to this communication should be addressed to the Chief Executive Officer, to the attention of the officer dealing with the matter, and the reference quoted where applicable.

Managing and protecting Jamaica's land, wood and water
A Government of Jamaica Agency

SCHEDULE

The Natural Resources Conservation Authority under its mandate to ensure the proper management, conservation and protection of the physical resources of this island has pursuant to Section 9 of the Natural Resources Conservation Authority Act and the Natural Resources Conservation (Permits and Licences) Regulations 1996 established a system of permits for certain prescribed activities as mandated by The Natural Resources (Prescribed Areas) (Prohibition of Categories of Enterprise, Construction and Development) Order, 1996. It is an implied condition of every permit that based on the information presented in the Project Information Form, the Application Form and where applicable, the Environmental Impact Assessment, and any addendum or adjustments made thereto, that the Authority is of the view that the activity subject to all the conditions stipulated in this permit is not likely to be injurious to public health or the environment. Where new regulations are made or existing regulations are amended by the Minister under the Natural Resources Conservation Authority Act 1991 or other statute this Permit shall be deemed, upon promulgation of such regulations or statute to automatically be amended to conform to such regulations or statute.

This Permit comprises of all six (6) pages of this document, the Permit Application and the Project Information Form both dated 10 February 2010, received and date stamped by the Natural Resources Conservation Authority 12 March 2010, document titled "BELLE-AIR 3 HOUSING DEVELOPMENT PROPOSED SEWAGE TREATMENT PLANT DESIGN REPORT" dated February 2010, received and date stamped 12 March 2010 by the Natural Resources Conservation Authority, drawings with Project titled ' PROPOSED DEVELOPMENT AT BELLE-AIR 3, ST ANN' on sheets 1 to 16 dated May 2009, received and date stamped 12 March 2010 by the Natural Resources Conservation Authority and any accompanying data.

Description of Permitted Activity

The sewage treatment and disposal system will serve a total of 2850 lots from the existing Belle Aire I & II , Mount Edgecombe IV and the proposed Belle Aire III & Mount Edgecombe V. The system will be comprised of:

- Grit Chamber with a length = 3.5m, depth = 0.7m and 2 channels of width = 0.7m
- 3 # Oxidation Ditches each with a volume of 1254 m³
- 3# Settling Tanks each with a surface area of 144m²
- Return Sludge Pumping Station with a volume of 25.6m³
- 3 Modules of eight (8) Sludge Drying Beds with a total surface area of 364 m² per module.
- 3 # Reed Bed each with a surface area of 1225m²
- Chlorine Contact Tank with a volume of 76m³

The final effluent will be discharged into earth drain which leads to a public gully.

Definitions

“Permittee” means the holder of this Permit

“Authority” means the Natural Resources Conservation Authority established pursuant to S.3 of the Natural Resources Conservation Authority Act

“Representation” means any information implied or express on which the Authority has relied to grant this Permit and includes all the information contained in the Application Form, the Project Information Form and the Environmental Impact Assessment Report where applicable, addenda and all supplementary documentation and information including but not limited to correspondence.

The Permittee hereby undertakes to comply with all the following terms and conditions:-

General Conditions

1. All works carried out pursuant to this Permit shall be performed under the professional supervision of trained personnel who are qualified and competent to carry out the functions and duties of the Permitted Activity and who are conversant with the accompanying safety requirements and the hazards to workers, the public and the environment.
2. The Permittee shall not assign, or transfer or dispense with this Permit or part with any benefit under it except with the prior written consent of the Authority.
3. Any reference to time in this Permit shall be computed as of the date of this Permit.
4. The Authority reserves the right to alter, amend or introduce new conditions to this Permit at any time.
5. The Authority may in its sole discretion revoke or suspend this permit if it is satisfied that a breach of any term or condition, implied or express, subject to which this permit has been granted has been committed.
6. The Permit is granted subject to any existing legal rights of third parties.
7. This Permit does not dispense with the Permittee's obligations under any other law, nor does it authorize a contravention of any statute, regulations, the common law or breach of any agreement.
8. The Authority reserves the right to review this Permit periodically and may initiate administrative and/or judicial action for any violation of any condition by the Permittee, its customers or guests, its agents, employees, servants, contractors or assignees.
9. A copy of this Permit shall at all times be placed in a prominent place at the location of operation (or business as the case may be) and shall be in such characters and in such position as to be conveniently read by the persons having functions and duties which are or may be affected by the matters set forth in this authorization.
10. The company shall maintain and keep in good repair all equipment used in carrying on the process (or operation) as the case may be. Maintenance shall be carried out in accordance with the manufacturers' recommendations or in such better manner or at such greater frequency as operational experience may show to be appropriate.
11. There shall be safe and adequate access to all sampling and monitoring points.
12. The Permittee shall keep all records of the operation including any environmental monitoring results for a period of not less than five (5) years, computed from the date on which the records were made and such records shall be available for inspection at any reasonable time by any member or officer of the Authority authorized to do so.
13. Any amendment to the records shall be made in such a way as to leave the original result legible. Only authorized persons may make amendments to records and every such amendment shall bear the signature of the said authorized person.
14. The failure of the Authority to enforce at any time or for any period any one or more of the terms or the conditions of this Permit shall not be a waiver of its right at any time subsequently to enforce all the terms and conditions of this Permit.
15. Any member of the Authority or any authorized officer of the said Authority may at any reasonable time, make such periodical inspections and investigations in respect of the activities that are herein permitted for the purpose of ascertaining whether the terms and conditions of this permit are being observed or not and the Permittee shall allow such authorized officer to do such inspections.

16. If there is any proposed change in the ownership of the Permittee notification of such change shall be given to the Authority at least one (1) month prior to such change.
17. If the permitted activity does not commence within five years after the date of this Permit, then this Permit is void and the Permittee shall re-apply for a new Permit.

Specific Conditions

1. DOCUMENTATION

- 1.1. The Permittee shall comply with the representations made in the Permit Application and the Project Information Form both dated 10 February 2010, received and date stamped by the Natural Resources Conservation Authority 12 March 2010, document titled "BELLE-AIR 3 HOUSING DEVELOPMENT PROPOSED SEWAGE TREATMENT PLANT DESIGN REPORT" dated February 2010, received and date stamped 12 March 2010 by the Natural Resources Conservation Authority, drawings with Project titled ' PROPOSED DEVELOPMENT AT BELLE-AIR 3, ST ANN' on sheets 1 to 16 dated May 2009, received and date stamped 12 March 2010 by the Natural Resources Conservation Authority and any accompanying data.
- 1.2. The sewage treatment facility shall be constructed in accordance with the design specifications outlined in document titled "BELLE-AIR 3 HOUSING DEVELOPMENT PROPOSED SEWAGE TREATMENT PLANT DESIGN REPORT" dated February 2010, received and date stamped 12 March 2010 by the Natural Resources Conservation Authority, drawings with Project titled ' PROPOSED DEVELOPMENT AT BELLE-AIR 3, ST ANN' on sheets 1 to 16 dated May 2009, received and date stamped 12 March 2010 by the Natural Resources Conservation Authority and any accompanying data.
- 1.3. The Permittee shall ensure that all correspondence, notifications, plans, reports or any other documents being submitted to the Agency pursuant to any General and/or Specific Condition of the Permit are addressed to "Manager, Enforcement Branch, National Environment and Planning Agency, 10 Caledonia Avenue, Kingston 5".

2 CONSTRUCTION

- 2.1 The Permittee shall report on the status of the construction to the NEPA and EHU, no later than the last Friday in every month.
- 2.2 The Permittee shall inform in writing, the National Environment and Planning Agency and the Environmental Health Unit of the Ministry of Health and Environment, 2-4 King Street, Kingston and the Local Health Authority of the following construction schedules for the sewage treatment system to allow for inspection:
 - midpoint, and
 - 90% completion
- 2.3 The Permittee shall notify the Manager, National Environment and Planning Agency, 10 Caledonia Avenue, Kingston 5; the Environmental Health Unit of the Ministry of Health and Environment and the Local Health Authority in writing when the subsurface of the reed beds are lined and the pipe are installed to allow for inspection of the liner and pipe works.
- 2.4 The Permittee shall, pursuant to specific condition #2.3, ensure that no further works are done on the reed beds until the Agency has given written approval for the liner and pipe works.

3 DUST CONTROL

- 3.1 The Permittee must fence/hoard the perimeter of the site to reduce the escape of fugitive dust during construction.
- 3.2 The Permittee shall cover construction materials during transport to prevent the generation of fugitive dust.
- 3.3 The Permittee shall during the construction phase wet road surfaces and stockpiles of soil and marl to prevent the generation of fugitive dust.
- 3.4 The Permittee shall implement measures such as wetting to ensure there is no fugitive dust emission to create a nuisance during the construction phase or excavation of the sewage treatment facility beyond the perimeter of the site.

4 NOISE ABATEMENT

- 4.1 The Permittee shall ensure that the noise level during construction does not exceed 70 dB at the boundary of the site.
- 4.2 The Permittee shall ensure that work is carried out between the hours of 7:00 a.m. and 6:00 p.m from Mondays to Fridays and 8:00 a.m. and 6:00 p.m. on Saturdays. There shall be no work on Sundays and Public Holidays. Any work to be done outside of this period will require the permission of the Authority.

5 SOLID WASTE DISPOSAL

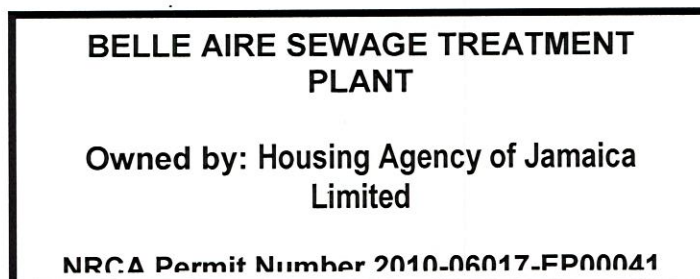
- 5.1 The Permittee shall ensure that there is no burning of waste or any other debris on the site.
- 5.2 The Permittee shall ensure that the solid waste generated during the construction phase of the development is disposed of at a municipal dumpsite with the approval of the National Solid Waste Management Authority. A copy of the approval from the National Solid Waste Management Authority shall be submitted to the Authority prior to the commencement of the development.

6. MAINTENANCE AND OPERATIONS

- 6.1 The Permittee shall develop a detailed Maintenance and Contingency Plan for the sewage treatment facility and submit to the Manager, Enforcement Branch, National Environment & Planning Agency, 10 Caledonia Avenue, Kingston 5 for approval, with copies to the Director, Environmental Health Unit of the Ministry of Health and Environment, 2-4 King Street, Kingston within eight (8) weeks of the date of this Permit. The plan shall cover, but not be limited to, maintenance of the elements of the system including the mechanical and electrical equipment, provisions for malfunctions and emergencies.
- 6.2 The Permittee shall ensure that the sewage treatment plant is operated and maintained by trained personnel in accordance with the approved Maintenance Plan such that in every event of a malfunction of the sewage treatment plant or any of its component normal operating conditions be returned as soon as reasonably practicable.
- 6.3 The Permittee shall inform the Agency in writing of the person(s) and/or company responsible for the maintenance of the sewage treatment facility prior to commissioning of the facility and prior to any changes in the management of the plant, pursuant to Specific Condition #6.1 and #6.2.
- 6.4 The Permittee and/or its agents and contractors shall be responsible for the operation and maintenance of the sewage treatment facility.
- 6.5 The Permittee shall maintain a Complaints Register at the location. The Complaints Register should contain a log of all written and verbal complaints that specifically refer to concerns associated to the permitted facility. The log must include a record of the Licensee's actions to investigate the validity of each complaint and a record of actions taken to address each complaint.
- 6.6 The Permittee shall ensure that no other development is connected to this sewage treatment and disposal system.
The Permittee shall ensure that no lot in the proposed housing developments is occupied prior to the completion of the sewage treatment and disposal system.
- 6.7 The Permittee shall ensure that the sewage treatment plant is equipped with all the necessary spare parts including spare pumps and a standby generator.
- 6.8 Pursuant to Specific Condition 6.8, the Permittee shall submit a list of the spare parts for the facility and the location of the parts annually to the Agency. The first list shall be submitted within three (3) months after the commencement of operation of the facility and shall be submitted annually thereafter.

7 SIGNAGE

- 7.1 The Permittee shall construct two signs to indicate the presence of the sewage treatment facility. The sign shall be a minimum dimension of 1.5m wide, 1.0m high with title lettering 100mm high and secondary lettering 50mm high. The sign shall display the following words:



8 DECOMMISSIONING

- 8.1 The Permittee shall submit a Closure Plan to the Manager of the Enforcement Branch, National Environment & Planning Agency, 10 Caledonia Avenue, Kingston 5, within three (3) months of the date of this Permit. There shall be no commencement of construction until the Closure Plan has been submitted and approved in writing by the Agency.

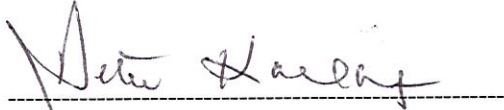
9 COMMISSIONING

- 9.1 The Permittee shall notify the Manager, Enforcement Branch, National Environment & Planning Agency, 10 Caledonia Avenue, Kingston 4 in writing of:
 - a) the date of commencement of construction of the facility, and
 - b) the date when the facility will be commissioned,at least two (2) weeks prior to construction and commissioning.

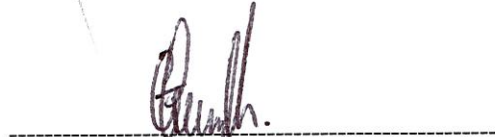
10 REPORTING OPERATIONS

- 10.1 In the event of a malfunction of a sewage treatment plant or any of its components, the Permittee shall notify the Manager of the Enforcement Branch, National Environment and Planning Agency (NEPA) and the Local Health Authority within 24 hours and every report shall contain the following information:
- Time of malfunction
 - Effect of malfunction on effluent quality
 - Action taken to mitigate effect of the malfunction.
 - Nature of Malfunction
- 10.2 A written report shall be submitted within seven (7) days of the malfunction. The report shall contain the information outlined above, duration of malfunction and the quantity of effluent discharged. In the event where the repair of the malfunction exceeds seven (7) days, a work plan shall accompany the written report.
- 10.3 The results of all monitoring activities shall be recorded and compiled in a manner that reflects the true value of the monitoring exercise and shall be submitted in the form of reports to the NEPA with copies to the Water Resources Authority (WRA) and the Environmental Health Unit (EHU) and reports shall be submitted:
- Bi annually during the first year of the operation phase and
 - Annual reports after the first year of the operation phase.

Dated this 18th day of July, 2010



PETER KNIGHT, JP
for Natural Resources Conservation Authority



GILROY ENGLISH
Secretary
Natural Resources Conservation Authority



Handwritten signature and date: 21/7/10

NATIONAL ENVIRONMENT & PLANNING AGENCY

10 & 11 Caledonia Avenue, Kingston 5, Jamaica W.I.; Tel: (876) 754-7540/3 Fax: (876) 754-7595-6 Hotline: 1-888-991-5005
E-mail: ceo@nepa.gov.jm, Web Site: <http://www.nepa.gov.jm>

THE NATURAL RESOURCES CONSERVATION AUTHORITY ACT

THE NATURAL RESOURCES CONSERVATION (PERMITS AND LICENCES) REGULATIONS, 1996

Licence No. 2010-06017-EL00013

Licence to Discharge of Sewage Effluent

The Natural Resources Conservation Authority in accordance with the Natural Resources Conservation Authority Act, pursuant to an application dated **the twelfth day of March, Two Thousand and Ten** HEREBY GRANTS a licence to Housing Agency of Jamaica Limited of 13 Caledonia Avenue, Kingston 5, St Andrew.

Location of site to which the Licence applies: BELLE AIRE III, RUNAWAY, ST ANN

Type/volume/quality of waste/waste stream for which discharge is authorized:

Type: SEWAGE EFFLUENT

Volume: 3605.25 m³/day

Quality: AS IN ACCORDANCE WITH SPECIFIC CONDITION 3

Waste stream for which discharge is authorized:

EFFLUENT FROM THE SEWAGE TREATMENT PLANT SERVING THE EXISTING BELLE AIRE I & II , MOUNT EDGECOMBE IV AND THE PROPOSED BELL AIRE III & MOUNT EDGECOMBE V. THE SEWAGE TREATMENT PLANTS WILL COMPRISE OF THE FOLLOWING COMPONENTS:

- GRIT CHAMBER WITH A LENGTH = 3.5M, DEPTH = 0.7M AND TWO (2) CHANNELS OF WIDTH = 0.7M
- 3 # OXIDATION DITCHES EACH WITH A VOLUME OF 1254 M³
- 3# SETTLING TANKS EACH WITH A SURFACE AREA OF 144M²
- RETURN SLUDGE PUMPING STATION WITH A VOLUME OF 25.6M³
- 3 # MODULES OF EIGHT (8) SLUDGE DRYING BEDS WITH A TOTAL SURFACE AREA OF 364 M² PER MODULE.
- 3 # REED BED EACH WITH A SURFACE AREA OF 1225M²
- CHLORINE CONTACT TANK WITH A VOLUME OF 76M³

THE FINAL EFFLUENT WILL BE DISCHARGED INTO EARTH DRAIN WHICH LEADS TO A PUBLIC GULLY.

THIS LICENCE IS GRANTED SUBJECT TO THE CONDITIONS SPECIFIED IN THE SCHEDULE BELOW.

Any reply or subsequent reference to this communication should be addressed to the Chief Executive Officer, to the attention of the officer dealing with the matter, and the reference quoted where applicable.

Managing and protecting Jamaica's land, wood and water
A Government of Jamaica Agency

S C H E D U L E

The Natural Resources Conservation Authority (hereinafter referred to as the Authority) under its mandate to ensure the proper management, conservation and protection of the natural resources of Jamaica has, pursuant to Section 12 of the Natural Resources Conservation Authority Act and the Natural Resources Conservation (Permits and Licences) Regulations 1996 established a system of licences to discharge any trade effluent or sewage effluent or any poisonous noxious or polluting matter into waters. This licence is granted based on information provided in the licence application form, and where applicable any Environmental Impact Assessment or any adjustments made thereto or any other information submitted in support of the said application. Where new regulations are made or existing regulations are amended by the Minister under the Natural Resources Conservation Authority Act or any other statute, this licence shall be deemed upon promulgation of any such regulations to be automatically amended to conform with such regulations.

THIS LICENCE IS BEING GRANTED TO HOUSING AGENCY OF JAMAICA LIMITED FOR THE DISCHARGE OF SEWAGE EFFLUENT FROM THE TREATMENT SYSTEM LOCATED AT BELLE AIRE III, RUNAWAY, ST ANN, TO BE DISCHARGED TO AN EXISTING DRIAN.

THIS LICENCE IS VALID FOR A PERIOD OF FIVE (5) YEARS.

This licence comprises all five (5) pages of this document.

GENERAL CONDITIONS:

1. The Licencee hereby undertakes to comply with all of the following terms, conditions, requirements, limitations and restrictions.
2. The Authority reserves the right to review this licence periodically and may initiate administrative or judicial action or both for any violation of any of the terms and conditions set forth herein by the licencee, its agents, employees, servants, contractors or assignees.
3. The Licencee agrees to comply with all provisions of the most current version of the Natural Resources Conservation (Permits and Licences) Regulations.
4. The Licencee shall notify the Authority of any change or proposed change in the process of operation or the technology used therein which is likely to cause any change in the nature or composition of any discharge from the undertaking.
5. The Licencee shall notify the Authority of any proposed change in the ownership of the facility in respect of which this licence is granted, and the Authority shall be notified in writing of any such proposed change not later than two months prior to the realization of any such proposed change.
6. If the Licencee wishes to renew this licence, the Licencee shall make an application not later than two (2) months before the date on which the licence expires. Where the Authority receives an Application for the renewal of a licence after the time specified or determines that a material change of circumstances has occurred since the licence was first granted, it shall deal with the application for renewal as if it were a new application.
7. In considering an application for the renewal of a licence, the Authority may carry out physical inspections of the facility and specify other standards or conditions with which such facility shall comply.
8. The Authority reserves the right to during the term of this licence to amend, vary or modify any of the terms or conditions set forth herein.
9. The Authority may amend, vary or modify a licence where:
 - a) ownership of the enterprise, construction or development in respect of which

the licence is granted changes

- b) the licensee proposes changes to the process of operation or the technology used therein which is likely to cause any change in the nature or composition of any discharge;
 - b) the Authority establishes new or revised standards in respect of any process or operation relating to the licence granted herein;
 - c) for any other reason which in the opinion of the Authority is relevant in determining whether a licence should be amended, varied or modified.
10. The Licensee shall commence monitoring immediately upon start of the operations of the plant and keep all records of the operation including any environmental monitoring results for a period of not less than ten (10) years, computed from the date on which the records were made and such records shall be available for inspection at any reasonable time by any member or Officer of the Authority authorized to do so.
11. Any amendment to the records shall be made in such a way as to leave the original result legible. Only authorized persons may make amendments to records and every such amendment shall bear the signature of the said authorized person.
12. The Licensee shall supply on demand and without charge any or all of the information contained in such records as the authorized officer may require.
13. Any member of the Authority or any person duly authorized by the Authority, may during the continuance of this licence, and at any reasonable time (except in the case of emergencies, in which case the authorized officer shall be allowed to carry out the following duties at any time):
- a) inspect and investigate the operation, including conditions relating to the nature and composition of any discharge;
 - b) install, maintain or read equipment or apparatus for the recording of the release of substances into the environment;
 - c) examine records which are required to be kept under any term or condition subject to which this licence is granted;
- and the Licensee shall allow any such Authorized person to carry out such inspections.
14. This licence or a copy thereof shall be kept at a prominent place at the facility and shall be in such characters and in such position as to be conveniently read by persons having functions and duties to perform with respect to this licence.
15. The Authority may, as it thinks appropriate revoke or suspend this licence if it is satisfied that a breach of any term or condition, implied or express, subject to which this licence has been granted has been committed.
16. This licence does not dispense with the Licensee's obligations under any other law nor does it authorize a contravention of any statute, the common law or breach of any agreement.
17. The Licensee shall maintain and keep in good repair all equipment used in carrying out the process and operations with respect to this licence. Maintenance shall be carried out in accordance with the manufacturer's recommendations, or in such better manner or at such greater frequency as operational experience may show to be appropriate.
18. All sampling and monitoring equipment required to comply with the terms and conditions of this licence, shall be inspected and calibrated in accordance with the manufacturer's recommendations, or in such better manner or at such greater frequency as operational experience may show to be appropriate.
19. There shall be safe and adequate access to all sampling and monitoring points.
20. The failure of the Authority to enforce at any time or for any period any one or more of the terms and conditions of this licence shall not be a waiver of them, or the right at any time subsequently to enforce all the terms and conditions of this licence.

21. If the licensed activity does not commence within eighteen (18) months computed from the date of this licence, then this licence is void and the licensee shall reapply for a new licence.
22. This licence is granted subject to any existing legal rights of third parties.

Specific Conditions

DOCUMENTATION

1. The Licensee shall ensure that all correspondence, notifications, plans, reports or any other documents being submitted to the Agency pursuant to any General and/or Specific Condition of the licence are addressed to "Manager, Enforcement Branch, National Environment and Planning Agency, 10 Caledonia Avenue, Kingston 5".

DISCHARGE STANDARDS

2. The discharge shall consist solely of biologically treated sewage effluent containing no trade effluent.
3. The final effluent shall not exceed the following standards:

Parameter	NRCA Standards
Biochemical Oxygen Demand	20 mg/L
Total Suspended Solids	20 mg/L
Total Nitrogen	10 mg/L
Phosphates	4 mg/L
Chemical Oxygen Demand	100 mg/L
pH on site	6-9
Faecal Coliform	200 MPN/100mL.

REPORTING

4. Monitoring shall be undertaken at least twice per month in accordance with Specific Condition #3 at the sample point of discharge from the treatment facility and the information shall include, but shall not be limited to:
 - the date, exact place, and time of sampling or measurements;
 - the name of the person(s) responsible for taking the sampling or measurements;
 - the name of the person(s) who performs the analysis;
 - the date(s) analysis were performed;
 - the analytical techniques or methods used;
 - the results of such analysis;
 - the volumetric flow rate of effluent being discharged
 - the operating conditions at the time of measurement. The operating conditions include data on precipitation, temperature, wind and status of all the components of the plant.
 - collated water quality data for the quarter
 - listing of repairs
 - problems at the plant and proposed corrective action, with a time schedule
 - analysis of any anomalies
 - sludge volume removed; and
 - date of mal odours, if applicable

Analysis shall be done by a laboratory whose methods have been verified by the Environmental Health Unit (EHU), Ministry of Health and Environment. A copy of the verification from the EHU must be submitted to the Manager, Enforcement Branch, NEPA, 10 Caledonia Avenue, Kingston 5 prior to commencement of discharge.

5. Monitoring reports associated with Specific Conditions # 3 and 4 shall be submitted on a quarterly basis, to the Manager, Enforcement Branch, National Environment and Planning Agency, 10 Caledonia Avenue, Kingston 5 with copies to the Director, Environmental Health Unit, 2-4 King Street, Kingston. A monthly average of the effluent quality shall be calculated and reported.

6. Effluent quality monitoring data shall be recorded on the reporting form attached as Appendix A.
7. The Licensee shall undertake monitoring exercises in relation to Specific Conditions # 3 and 4 in accordance with the test methods attached as Appendix B
8. The first monitoring report shall become due one (1) month after the date of commissioning of the facility and subsequent reports shall be submitted no later than the 15th day of every month following the end of the quarterly reporting period
9. The Licensee shall maintain a Complaints Register at the location. The Complaints Register should contain a log of all written and verbal complaints that specifically refer to concerns associated to the permitted facility. The log must include a record of the Licensee's actions to investigate the validity of each complaint and a record of actions taken to address each complaint

MAINTENANCE AND OPERATION

10. The Licensee shall ensure that the sewage treatment facility is properly maintained so as to prevent any mal odours
11. The Licensee shall at the request of the Authority, operate and maintain a means of flow measuring to a specification and at a location required by the Authority, to enable the daily volume and/or instantaneous flow of sewage through the treatment plant to be recorded. The Licensee shall calibrate, operate and maintain the flow monitoring and recording system to a standard agreed or specified by the Authority. The flow and maintenance records shall be provided to the Authority as and when requested

MONITORING

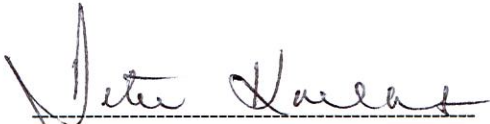
12. The Licensee shall provide a marked sample point, after the Chlorine Contact Tank, so that a representative sample of the discharge can be obtained. The Licensee shall ensure that all constituents of the discharge pass through the sample point at all times. This sample point shall be utilized by the Licensee and the Authority for all effluent quality monitoring.

SIGNAGE

13. The Licensee shall erect a sign to identify the point of discharge to the drain with the following minimum dimensions of 0.75m wide, 0.5m high with the title lettering 100mm high and secondary lettering 50mm high. The sign shall display the following words:

WARNING
**A sewage plant outlet pipe is
located ___ metres from this marker.**

Dated this *1st* day of *July* 2010



PETER KNIGHT, JP
For Natural Resources Conservation Authority



GILROY ENGLISH
SECRETARY
Natural Resources Conservation Authority

OWNER'S AGREEMENT

THE SAVANNAH

THIS AGREEMENT is made on the date set out at Item 1 of the Schedule hereto **BETWEEN** the party whose name, address and description is set out in Item 2 of the Schedule hereto ("Registered Proprietor") of the **ONE PART AND** the registered proprietors of the lots set out at Item 4 of the Schedule hereto ("the Lot Owners") of the **OTHER PART**

WHEREAS:

- (1) The Savannah is a subdivision consisting of Two Hundred and Fifty (250) residential units situate at BELLE AIR now known as The Savannah in the Parish of SAINT ANN (the DEVELOPMENT').
- (2) The Registered Proprietor is registered or is about to be registered as the proprietor of ALL THAT parcel of land more particularly described in Item 3 of the Said Schedule ("the Said Lot").
- (3) The Registered Proprietor and Lot Owners ("the Owners") are each registered as the proprietor or are about to be registered as the proprietors of a 1/250th undivided share and interest in **ALL THAT** parcel of land in the said Development being Lots numbered **548, 550, 551 and 686 AND RESERVED ROAD NOS. 31, 32, 34, 35, 36, 37, 38, 40, 41, 42, 43, 45 AND 46** being the lands reserved for open space, reserved roads and non-residential uses in the Development and being part of the lands comprised in Certificate of Title registered at Volume **1362** Folios **241, 253, 252** of the Registered Book of Titles ("the Common Property")
- (4) The Registered Proprietor and the Lot Owners agree that it is in their mutual interest that the Common Property be maintained at a standard and in a manner which will lead to the mutual enjoyment by the parties of the Common Property.
- (5) The Registered Proprietor and the Lot Owners have agreed to enter into this agreement for the proper maintenance and upkeep of the Common Property.

NOW IT IS HEREBY AGREED as follows:-

1. The Registered Proprietor **HEREBY COVENANTS AND AGREES** with the Lot Owners as follows:
 - (a) That he will meet with the Lot Owners at least once each year and more often if the Owner or Owners from time to time of 2/3rds or more of the lots described in Item 4 of the said Schedule shall so request, for the purpose of deciding and determining what steps should be taken for the maintenance of the Common Property and for providing services for or to all the Lots and as to how the cost thereof should be provided in accordance with the terms hereinafter contained. Such or other meetings may be summoned by any of the Owners giving at least fourteen (14) days' written notice to

the Owners summoning such meeting to be held at such place and time as the Owners may decide.

(b) That he shall be bound by the following rules:

At any annual meeting and at any other meeting summoned hereunder:

- (i) Decisions shall be made and be deemed to have been agreed upon whenever a resolution embodying such decision is put to the vote of the meeting and passed by a simple majority in the number of the Owners there present by their proxies or persons duly authorized in writing.
- (ii) Each of the Owners shall have one vote on any such resolution.
- (iii) If any Owner shall require a poll to be taken upon the passage of a resolution or before the same is passed, the poll shall be taken by secret ballot.
- (iv) The instrument appointing a proxy shall be in writing and shall be signed by the Owner appointing the proxy. The proxy document need not be in any specific form, but any proxy given shall state that it authorizes the person holding such proxy to exercise all the rights of the person giving the proxy for a given meeting or a fixed time period.
- (v) Two-thirds (2/3rds) of the Owners or their proxies or persons authorized present at such meeting shall constitute a quorum.
- (vi) Companies or corporate entities may attend and vote through an appointed person.
- (vii) A proxy given for any specific meeting shall be valid for any meeting subsequently held on an adjournment of that meeting.
- (viii) Whenever any of the Owners consist of more than one party, the party whose name first appears on the Certificate of Title for the relevant lot shall be entitled to cast the vote of that Owner and in the event of the parties disagreeing as to how to vote the party whose name appears first on the said duplicate Certificate of Title shall be entitled to cast the vote.

2. The Owners shall open a bank account in the name of the one or more of their number or in the name or names of such other entity that the Owners shall determine for the purpose of depositing therein maintenance payments and satisfying therefrom any expenditure incurred in relation to the Common Property.
3. A resolution passed at a meeting of the Owners in accordance with Clause (1)(b) hereof fixing the amount required to be raised for the maintenance of the common Property or any part thereof over any given period, shall be deemed to be conclusive as between the Owners as the amount so required, and thereupon the Registered proprietor shall pay his share of such cost ("Maintenance Cost") on the dates stipulated by the said resolution to the party authorized by the Owners to give a valid receipt for same or in the aforesaid bank account.
4. The Maintenance Cost to be borne by each of the Owners shall be 1/250th of the overall maintenance costs incidental to the repairs, maintenance, management and security of the common Property and shall include the following:

- (a) Maintaining the gardens, lawns, flowerbeds, trees and other decorative portions of the Common Property in good and proper order in accordance with the approved methods of horticulture;
 - (b) Maintaining the buildings and other objects (if any) on the Common Property and all apparatus installed thereon or therein in good order and condition and repainting, repairing, reconditioning and replacing the same from time to time as when same may become necessary.
 - (c) Maintaining the roads and paved areas in good order and condition;
 - (d) Establishing and maintaining an adequate system for the collection, removal and disposal of garbage and refuse for the Development;
 - (e) Comprehensively insuring to their replacement values from time to time the buildings, walls, gates fences, paved areas, road and underground services on the Common Property against the full range of insurable perils including hurricane, earthquake and flood;
 - (f) Paying and discharge water rates, sewage and electricity in respect of the Common Property.
 - (g) Providing security for the Common Property.
5. The parties hereto agree that Housing Agency of Jamaica Limited (HAJ) or its nominee may be employed at a reasonable cost for a period of one (1) year for the initial implementation of this Agreement and the performing of the duties listed at Clause 4 herein.
6. The parties hereto agree that HAJL or its nominee shall be paid the sum of \$60,000.00 on signing of this Agreement. A monthly maintenance contribution of \$12,500.00 shall be paid by the purchaser to Housing Agency of Jamaica Limited as at the date when possession of the lot is handed over to the purchaser.
7. For the purpose of better securing the payment of his portion of the Maintenance Cost to be raised hereunder, the Registered Proprietor HEREBY CHARGES to the Lot Owners and to HAJ all his Estate and interest and all the estate and interest he is entitled to dispose of in the said Lot registered in his name and described in Item 3 of the said Schedule, and HAJ, the Lot Owners or a simple majority in numbers of the Owners shall be at liberty to lodge a Caveat in the Office of Titles against his title to ensure the performance of the terms of this Agreement. The said charge shall rank subject and subsequent to all existing charges endorsed on the Certificate of Title for the said Lot at the date hereof, but in the event of the proposed sale of the Registered Proprietor's Lot and upon obtaining the signature of the person who is to be registered as the new owner of the said Lot, and upon the prospective purchaser executing an agreement in similar form hereto, the Registered Proprietor shall be entitled to have the

charge hereby created released and any caveat lodged to protect the said charge withdrawn, subject to the payment by the new owner of the cash fees and costs incidental to such release and withdrawal and to the registration of a new Caveat to secure performance by the new owner of the terms of the agreement to be signed by him.

8. The Registered Proprietor hereby agrees that he shall not transfer ownership of the said Lot to any person without first ensuring that such person enters into an Owners Agreement on terms substantially the same as the terms set out in this Owners Agreement.
9. The Owners shall make such rules as are reasonably necessary for the use of the Common Property or any part thereof. Failure to abide by these rules may render the Owner, his occupiers, invitees and guests unable to enjoy the use of the Common Property or any part thereof and the withdrawal of services or amenities provided.
10. Rented/Leased Units are subject to all the terms and conditionalities of this Owners Agreement. The Owner is ultimately responsible for the renter/lessors adherence to the obligations herein
11. The common area must be actively protected by all residents ie., no defacing, destruction, removal of any element(s) of the common area.
12. In the event that an owner causes damage to a common area and refuses to repair it at his/her own expense, the Lot Owners shall have the authority to effect the repairs and bill the property owner who caused the damage.
13. The houses should be used exclusively for residential purposes. No building should be used for commercial activities, factories, education or place of worship.
14. Lot Owners are required to keep the Units/Lots in good repair so much so that the aesthetic of the community is maintained.
15. Guest parking spaces should be available at all times for visitors. Any use of these spaces by residents for more than three days should be approved by the Lot Owners.
16. No trees planted to the front of the residential lot should be greater than three feet in height.
17. No fence or boundary wall should be erected to the front of the property.
18. Any welding work (grills etc.), awnings, garages etc. shall be subject to the approval of the Lot Owners.
19. There shall be no hanging or displaying of laundry, clothing, bedding or other materials from windows or any other external part of the residential unit.

20. There should be no change made, permitted or allowed to the exterior colour scheme of any structure – except where approved by the Lot Owners.
21. There should be no mixing or storage of construction material on the roadway. Any such material left on the roads shall be removed by the Lot Owners.
22. No noise-nuisance or such activity that would disturb other residents shall be permitted on owner-occupied property. Large gatherings or such events should be confined to the common area (club house), subject to approval and scheduling by the Lot Owners.
23. Any building alteration, expansion or construction to any unit should be subject to the approval of the Lot Owners. Submissions for approval must be accompanied by building plans showing proposed alterations and the stamped approval from the St. Ann Parish Council.
24. All notices or communication to be given or made hereunder shall be sent by registered post or delivered personally to the address of the Registered Proprietor as stated herein unless such address has been changed and such change notified in writing to the Lot Owners. Such notice shall be deemed to be received on the date of service, if delivered personally and five (5) days after the time of posting, if posted at any Post Office in Jamaica. Where there is more than one registered proprietor for any one lot, the notice shall go to the first named on the Certificate of Title therefor.
25. Words importing the masculine gender only shall include the feminine and neuter genders and words importing the singular include the plural and vice versa. Where there are two or more persons included in the Expression “the Registered Proprietor”, covenants expressed to be made by the Registered Proprietor shall be deemed to be made by such persons jointly and severally.
26. This instrument shall be stamped in the first instance to secure the sum of ONE THOUSAND DOLLARS (\$1,000,00) with power to upstamp the same to cover any outstanding indebtedness hereunder without further license or consent of the Owner.

SCHEDULE

ITEM 1: **DATE**

The day of 2017

ITEM 2: **THE REGISTERED PROPRIETOR**

ITEM 3: **THE SAID LOT**

FIRSTLY: ALL THAT parcel of land part of **BELLE AIR** in the Parish of **SAINT ANN** being the Lot numbered **SEVEN HUNDRED AND SIXTY-FOUR** on the plan of part of Belle Air aforesaid; and

SECONDLY: as to 1/250th undivided share and interest in ALL THOSE parcels of land being the Lots numbered **548, 550, 551 and 686 AND RESERVED ROAD NOS. 31, 32, 34, 35, 36, 37, 38, 40, 41, 42, 43, 45 AND 46** being the lands reserved for open space, reserved roads and non-residential uses in the Development and being part of the lands comprised in Certificate of Title registered at Volume **1362** Folios **241, 253, 252** of the Registered Book of Titles -

ITEM 4: **THE LOT OWNER'S LOTS**

FIRSTLY: ALL THAT parcel of land part of **BELLE AIR** in the Parish of **SAINT ANN** being the Lot numbered **SEVEN HUNDRED AND SIXTY-FOUR** on the plan of part of **BELLE AIR** aforesaid: and

SECONDLY: as to collectively 249/250 undivided share and interest in ALL THOSE parcels of land part of **BELLE AIR** in the Parish of **SAINT ANN** being the lots numbered **548, 550, 551 and 686 AND RESERVED ROAD NOS. 31, 32, 34, 35, 36, 37, 38, 40, 41, 42, 43, 45 AND 46** being the lands reserved for open space, reserved roads and non-residential uses in the Development and being part of the lands comprised in Certificate of Title registered at Volume **1362** Folios **241, 253, 252** of the Registered Book of Titles.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seal the date first hereinbefore written.

EXECUTED UNDER THE COMMON)
SEAL OF HOUSING AGENCY OF JAMAICA) _____
LIMITED by)
And) _____

in the presence of:

EXECUTED by)
)
in the presence of:) _____

EXECUTED by)
)
in the presence of:) _____
