



THE VILLAGES AT COVERLEY

RULES OF USE, OCCUPATION AND OWNERSHIP OF RESIDENTIAL UNITS AT THE VILLAGES AT COVERLEY AND ISSUED BY THE NATIONAL HOUSING CORPORATION AS OF JULY 1, 2016

Definitions:

"Lot" shall mean any land in The Villages at Coverley intended to be sold as part of a Residential Unit.

"NHC" shall mean the National Housing Corporation, and its successors and assigns, together with such person as shall be designated and authorised to provide any services for The Villages at Coverley and to receive the fees and charges payable in respect thereof and to give a good discharge for the payments received.

"Owner" shall mean the owner for the time being, whether one or more persons or entities, of a fee simple title to any Lot, but shall not include those holding title merely as security for performance of an obligation.

"Residential Unit" shall mean the land and the building on a Lot in The Villages at Coverley used for residential purposes.

"The Villages at Coverley" means ALL THAT land situate at Coverley Plantation in the parish of Christ Church in Barbados containing by admeasurement 41.653 hectares (in which area is included 0.489 hectares in road) or thereabouts ABUTTING AND BOUNDING towards the North on lands now or late of The Barbados Government being the lots numbered 5,4,3, 18,19, 20, 32, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, a road reserved 8 metres wide, 49, 50 being part of Jade Gardens on other portions of the said road reserved 8 metres wide and on the public road which leads from Lead Vale to Charnocks towards the East on lands now or late of Egbert Rice, of Elvira Alleyne, of Carl Reid, of Obrian Lashley, of Nathaniel Best, of the Estate of Theophilus Taylor Deceased, of Melva Bladas, of Lemuel Blades of Marcus Pile, of Curtis Francis and of Belfield Blackman towards the South on the lots numbered 10, 9, 8, 7, 6, 5, 4, 3, 2, 1 and 30 and being part of Salem Heights and on other lands of The Barbados Government being the ABC Highway and towards the West on lands now or late of Coverley Plantation, on lands now or late of MGS Juman Holdings Ltd., on lots numbered 165, 164, 163, 162, 162, 159, 157, 127, 126 and 125 being part of Lowlands Development, on lands now or late of Stan-Gitt Ltd. and on the lot numbered 6 or however else the same may abut and bound which is shown and delineated on a plan certified on the 9th day of September, 2009 by Robert Warren, Land Surveyor and recorded in the Lands and Surveys Department on the 18th day of September 2009 as Plan No. 1157/2009.

1. It is the duty of every Owner of a Residential Unit to insure the buildings on the Lot so as to be able to fulfil the obligations of the Owner to rebuild. NHC shall have the right to require an Owner to produce evidence of such insurance from time to time.
2. Nothing shall be done or kept in or on a Residential Unit which would increase the rate of insurance relating thereto without the prior written consent of NHC, and no Owner shall permit anything to be done or kept on his Lot which would result in the cancellation of insurance on any residence or which would be in violation of any law.
3. If all or any portion of a Residential Unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild repair, or reconstruct such Residential Unit and walls in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within six (6) months after the damage occurs, unless prevented by governmental authority. Such reconstruction is subject to the provisions of these restrictions.
4. No Owner, other than NHC, shall make any structural alteration, or shall undertake any exterior repainting or repair of, or addition to his residence, which would substantially alter the exterior appearance thereof, without the prior written approval of the plans and specifications therefor by NHC or an architectural review committee appointed by NHC. NHC or an architectural review committee designated by NHC shall grant its approval only in the event the proposed work (a) will benefit and enhance the entire of The Villages at Coverley in a manner generally consistent with the plan of development thereof and (b) complies with the construction plans for the surface water management system approved by the Chief Town Planner.
5. Clothes lines approved by NHC may be placed along the front side of the house on a Lot.
6. The Sanitation Service Authority (SSA) will be responsible for the collection of garbage on prescribed days. In the event that the SSA is unable to perform their duties due to force majeure or similar occurrence, in order to maintain The Villages at Coverley in a clean and sanitary condition and to minimize heavy commercial traffic within The Villages at Coverley, garbage and trash service shall be provided by a carrier selected by NHC, and charges paid separately by each Owner. Owner acknowledges that garbage and trash services are provided, and should the above mentioned fee for such service become payable, this shall be on a year-round basis regardless of use or occupancy. NHC reserves the right to require all Owner's to participate in a curbside collection and/or recycling program if and when one is instituted.
7. The Owner of Residential Unit must use his property in such a manner as to allow his neighbours to enjoy the use of their property, radios, record players, television, voices and other sounds are to be kept on a moderate level from 10:00 p.m. to one (1) hour before daylight. These restrictions shall not apply to construction noises being made by the NHC.
8. Individual mailboxes may not be located upon a Residential Unit.
9. Temporary parking at The Villages at Coverley as designated by NHC is not for Owners' use but is for the use of Owners' invitees and guests.
10. In an-effort to protect limited natural resources, all Residential Units shall remain finished with the same quantity and style of water-conservative, drought-tolerant sod and landscape as originally provided by NHC. Notwithstanding, Owners are encouraged to and may add landscape that is more water-conservative and drought-tolerant than originally provided, however, any such alterations to areas visible from roadways must receive prior written approval from NHC.

11. If an Owner does not adhere to the covenants to repair their Residential Unit, then the work may be performed on behalf of the Owner by NHC, but NHC shall not be obligated to perform such work, and the cost shall be charged to the Owner.

12. In the event that the owner of a residential unit wishes to alter the exterior colour of their house, then such owner must obtain the prior written permission from Housing Concepts SRL, acting as Agent for the NHC, to do so before painting their house and such permission shall only be granted in circumstances where the proposed colour is in keeping with the current colour scheme and concept of The Villages at Coverley.

13. No Owner, resident, tenant or guest of such Owner shall store or keep or permit to be stored or kept any item on the driveway or in or about the patio of a Residential Unit which is unsightly due to its disrepair, neglect or otherwise and which in the reasonable opinion of Housing Concepts SRL as agent for the NHC impairs the aesthetics of The Villages at Coverley.