



# GUIDELINES

2019



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Dear Sir/Ma,

**REQUIREMENT FOR COMPLETION OF SALE AND APPROVAL OF BUILDING PLAN IN FRONTIER ESTATE.**

We write to congratulate you on your choice to live in this exquisite estate, FRONTIER ESTATE ,at Bogije in Ibeju-Lekki Area of Lagos State.

Consequentially, we wish to inform you of the requirements to fully conclude your allotment as well as communicate the procedure to obtain approval of your building plan as outlined below:

1. It is expected that each home owner will submit a duly executed Deed Restrictions of the Frontier Estate herein enclosed.
2. We enclose the APPROVAL ORDER to guide in the preparation of your architectural drawings and utilization of your plot of land.
3. Homeowners will also submit the Architectural Drawings of their buildings for initial approval by the BUILDING DEVELOPMENT CONTROL DEPARTMENT of Frontier Estate, to ensure complete compliance with the provisions of the approval order and the relevant conditions for the Estate development. The drawings shall subsequently be submitted on behalf of individual subscribers to the Local Planning Authority for final approval.
4. There is a need for each plot owner to submit for verification evidence of payment for the plot (i.e. copies of cheques, receipt etc.)

We once again congratulate you for your discerning choice and thank you in anticipation of your co-operation.

FOR: LANDWEY INVESTMENT LIMITED

.....  
OLAWALE AYILARA  
MD/CEO

.....  
SIJIBOMI AGBADAOLA  
LEGAL OFFICER



## DEFINITIONS

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

### Architectural Drawings

**1.1.** "Building Development Control Department" means the Department established by the Board of directors of the Management Company pursuant to Article 4.1

**1.2.** "Board of Directors" or "Board" means the board of directors of the management company.

**1.3.** "Common Area" means and refer to all those areas of land within the properties designated for erection of common facilities as shown on the Master Layout. Common Area reserves and recreational reserves

**1.4.** "Common Facilities" shall mean and refer to all existing and subsequently provided structures within the Common Area, except those as may be expressly excluded herein also, in some instances, Common Facilities may consist of improvements for the use and benefit of the Owner in the estate, constructed on portions of one or more Plot or on Acreage owned by The Management Company (or The Management Company and others) illustration, Common

Facilities may include, but not necessarily be limited to, the following; structures for water, electrical telephone, recreation, storage or protection of equipment; fountain; statuary; sidewalks; gate; common driveways; landscaping; and other similar and appurtenant improvements.

References herein to Common Facilities (any Common Facility) shall mean and refer to common facilities as defined respectively in the Deed Restrictions and all Supplemental Deed Restrictions

**1.5.** "The Management Company" shall mean and refer to Landwey Investment Limited and its respective subsidiaries, successors and assigns.

**1.6.** "Improvement to property" shall mean, without limitation (a) the construction installation or erection of any building, structure, fence, dwelling unit or other improvements, including utility facilities. (b) the demolition or destruction, by voluntary action, of any building, structure, fence, or other improvements; (c) the grading, excavation, filling, or similar disturbance to surface of any plot, including, without limitation, change of grade, change of ground level change of draining pattern, or change of grade, change of ground level, change of draining pattern, or change of stream bed; (d) installation or changes to landscaping on any plot; and (e) any exterior appearance, colour, or texture not expressly permitted

by the Deed Restrictions, or rules and regulations adopted by the Board of Directors of the Management Company.

**1.7.** "Improvement" shall mean all structures and any appurtenances thereto of every type or kind which are visible on a plot, including, but not limited to a dwelling unit, buildings additions sidewalks, walkways, sprinkler pipes, garages, carports, roads, driveways, parking areas, fences, screening, walls retaining walls, stairs docks fixtures windbreaks, exterior lighting, recreational equipment or facilities, radio, conventional or cable or television antenna or dish, microwave and landscaping that is placed on and / or visible from.

"Master layout" shall mean the government approved layout for the estate.

**1.8.** "New Construction" shall mean the initial dwelling house constructed on any plot including any garage, outbuilding, generator house, boy's quarters or amenity house approved by the Management Company in accordance with the Deed Restrictions and by the appropriate government authorities.

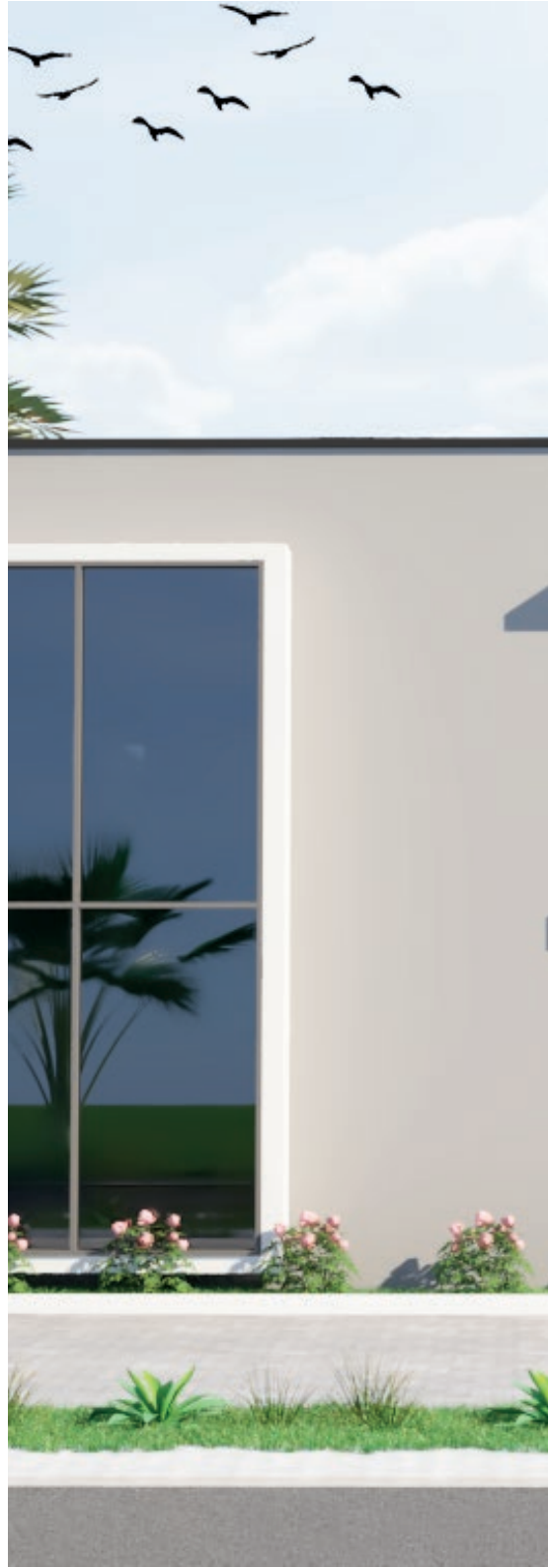
**1.9.** "Owner" shall mean any person allocated a plot by the Developer or The Management Company or by any person who holds at the relevant time any form of any of legal or equitable title to a plot by virtue of

assignment, sub-lease, inheritance, mortgage, lien or other transaction or occurrence whether or not any required governmental consent for such transaction or occurrence is yet to be received at the relevant time.

**1.10** "Plot" and/or "Plot" shall mean the plots shown on the recorded survey plan which are restricted hereby to use for residential purposes excluding specifically the Commercial purpose excluding specifically the Common Area Reserves.

**1.11.** "Plot Survey" shall mean the individual survey plan for each plot as provided by the Developer or The Management Company or the appropriate governmental agency. "Property" or "Properties" or "Estate" shall mean and refer to Frontier Estate, Lekki, Lagos State as more fully described on Exhibit "A" attached hereto and made a part hereof for all purpose, and any additional properties made subject to the terms hereof pursuant to the annexation provisions forth herein.

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





<b>UTILITIES</b> 1449sqm  <b>MULTI-HUB</b> 5032sqm	A1 600sqm	A14 600sqm	B1 600sqm	B14 600sqm	C1 600sqm	C14 600sqm	D1 600sqm
	A2 600sqm	A13 600sqm	B2 600sqm	B13 600sqm	C2 600sqm	C13 600sqm	D2 600sqm
	A3 600sqm	A12 600sqm	B3 600sqm	B12 600sqm	C3 600sqm	C12 600sqm	D3 600sqm
	A4 600sqm	A11 600sqm	B4 600sqm	B11 600sqm	C4 600sqm	C11 600sqm	D4 600sqm
	A5 600sqm	A10 600sqm	B5 600sqm	B10 600sqm	C5 600sqm	C10 600sqm	D5 600sqm
	A6 600sqm	A9 600sqm	B6 600sqm	B9 600sqm	C6 600sqm	C9 600sqm	D6 600sqm
	A7 600sqm	A8 600sqm	B7 600sqm	B8 600sqm	C7 600sqm	C8 600sqm	D7 600sqm

K1 491sqm	K20 600sqm	K21 600sqm	K40 600sqm	K41 608sqm	L1 600sqm	L20 550sqm	L21 600sqm	L40 600sqm
K2 600sqm	K19 600sqm	K22 600sqm	K39 600sqm	K42 600sqm	L2 600sqm	L19 600sqm	L22 600sqm	L39 600sqm
K3 600sqm	K18 600sqm	K23 600sqm	K38 600sqm	K43 600sqm	L3 600sqm	L18 600sqm	L23 600sqm	L38 600sqm
K4 600sqm	K17 600sqm	K24 600sqm	K37 600sqm	K44 600sqm	L4 600sqm	L17 600sqm	L24 600sqm	L37 600sqm
K5 600sqm	K16 600sqm	K25 600sqm	K36 600sqm	K45 600sqm	L5 600sqm	L16 600sqm	L25 600sqm	L36 600sqm
K6 600sqm	K15 600sqm	K26 600sqm	K35 600sqm	K46 600sqm	L6 600sqm	L15 600sqm	L26 600sqm	L35 600sqm
K7 600sqm	K14 600sqm	K27 600sqm	K34 600sqm	K47 600sqm	L7 600sqm	L14 600sqm	L27 600sqm	L34 600sqm
K8 600sqm	K13 600sqm	K28 600sqm	K33 600sqm	K48 600sqm	L8 600sqm	L13 600sqm	L28 600sqm	L33 600sqm
K9 600sqm	K12 600sqm	K29 600sqm	K32 600sqm	K49 600sqm	L9 600sqm	L12 600sqm	L29 600sqm	L32 600sqm
K10 600sqm	K11 585sqm	K30 500sqm	K31 585sqm	K50 500sqm	L10 600sqm	L11 600sqm	L30 587sqm	L31 500sqm

J1 600sqm	J2 600sqm	J3 600sqm	J4 600sqm	J5 600sqm	J6 600sqm	J7 600sqm	J8 600sqm	J9 600sqm	J10 600sqm	J11 600sqm	J12 600sqm	J13 600sqm	J14 600sqm	J15 600sqm	J16 600sqm	J17 600sqm
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# RESIDENTIAL LAYOUT DESIGN FOR THE FRONTIER ESTATE

Version  
30th January, 2018



PLOT ANALYSIS	
BLOCK NUMBER	NUMBER OF PLOTS
Block A	14
Block B	14
Block C	14
Block D	14
Block E	15
Block F	20
Block G	35
Block H	14
Block I	14
Block J	28
Block K	50
Block L	60
Service plots	2
<b>Total</b>	<b>294 PLOTS</b>

Plot Details	
PLOT TYPE	No OF PLOTS
600 sqm	209
500 sqm	9
450 sqm	24
300 sqm	34
Irregular Plots	16
Service Plots	2
<b>Total</b>	<b>294 PLOTS</b>



## **SECTION 1: SETBACK FOR RESIDENTIAL BUILDINGS**

### **Front Setback**

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

### **Rear Setback**

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

### **Sides Setback**

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

### **Setback Between Structures**

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

## **SECTION 2: SETBACKS FOR COMMERCIAL AND OTHER NONE RESIDENTIAL BUILDING**

### **Front Setback**

**2.1.** Minimum setback of the front building line to the front property line shall be 6.0 meters.

### **Rear Setback**

**2.2.** Minimum setback of the rear building line to the rear property boundary line shall be 3.0 meters.

### **Side Setback**

**2.3.** Minimum setback of both the right and left sides building lines to

the side property boundary line shall be 3.0 meters.

### **Setback Between Structures**

**2.4.** The minimum setback between two structures within the same plot shall be 3.0 meters. Provided always that the stipulated set back requirements herein can be varied in writing by the Company to reflect the realities of each plot size. In making such variations, the major determination shall be largely based on land use allocation.

### **SECTION 3: FRONTAGE LANDSCAPE**

**3.1.** Out of the 6.0 meters in section 1.1 and 2.1 above, 3.0 meters shall be designated solely for grass planting to ensure uniformity of frontage landscaping throughout the estate before the front fence.

### **SECTION 4: PROPERTY BOUNDARY/FENCE (OPTIONAL)**

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

### **SECTION 5: BUILT UP AREA**

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

### **SECTION 6: RESIDENTIAL UNITS**

**6.1.** The maximum number of residential units per plot shall not exceed one (1) except on plots in excess of 700 square meters. Provided always,

that;

(i) the Management Company or its assign may make variations to the number of units permissible per plot.

(ii) such variation shall be determined wholly in accordance with adequate land use allocation in each circumstance.

(iii) the Management Company has the exclusive right to build more than one (1) residential unit on plots less than 700 square meters.

**6.2.** High rise residential apartment shall be permissible ONLY in accordance with Town Planning Regulations as may be in force and in areas designated for mixed developments within the Estate.

## **SECTION 7: PERMISSIBLE NUMBER OF FLOORS**

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

## **SECTION 8: HIGH RISE RESIDENTIAL APARTMENT BUILDINGS**

**8.1.** High rise residential buildings shall observe a minimum front setback of 9 meters to the front boundary line and minimum setback of 4.5 meters to the sides and rear boundary lines.

**8.2.** Build-up area for high rise apartment buildings shall not exceed 35% of the total land area shall be properly indicated on the site plan.

**8.3.** High rise buildings shall provide for adequate fire extinguishing devices such as fire hydrants, water sprinklers etc.

## **SECTION 9: CAR PARKING UNITS**

**9.1.** Car parking space requirements shall be a minimum of two (2) car parking unit for each family residential unit.

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

## **SECTION 10 SERVICE QUARTERS**

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

## **SECTION 11: GENERATOR**

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

## **SECTION 12: WATER TANK**

**12.1.** Water tanks shall be concealed within the building

## **SECTION 13: PERMISSIBLE BUILDING HEIGHTS**

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

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

## **SECTION 14 PLOT USAGE ANALYSIS**

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

## **SECTION 15: CROSS VENTILATION**

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

## **SECTION 16 CANTILEVERS**

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

## **SECTION 17 PRELIMINARY APPROVAL**



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

**RESTRICTIVE COVENANTS FOR FRONTIER ESTATE**

This Deed Restrictions is made this ..... day of .....20.... by Landwey Investment Limited, Frontier Estate (hereinafter referred to as "The Management Company").

AND

.....of  
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WHEREAS,

**1.** The Management Company is vested with absolute and irrevocable power to manage Frontier Estate, situate at Frontier Estate, Bogije, Ibeju-Lekki LGA, Lagos State (hereinafter referred to as "The Estate" and rightly described in the first schedule to the Deed of Assignment).

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

**3.** In pursuance of the covenants contained in the Deed of Agreement, The Management Company hereby makes these restrictive covenants in order to establish a uniform plan for the development, improvement and sale of the Estate. Thus maintaining the important scenic value of the neighbourhood and to ensure the preservation of such uniform plan for the benefit of both the present and the future owners of plots in the Estate.

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

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

## **ARTICLE I**

### **RESERVATION, EXCEPTIONS AND DEDICATIONS**

**1.1** The Master Layout (attached in Schedule) in use is subject to the limitations set forth in the easements shown thereon, and further establishes certain restrictions applicable to the properties.

**1.2** The Management Company reserves the easement and rights-of-way as shown on the Master Layout or individual Plot Survey for the purpose of constructing, maintaining and repairing by itself or its agents, servants or co-ventures a system or systems of electric lighting, electric power, telephone line, gas line, drainage, water, cable or any other utility the Management Company sees fit to install in, across and/or under the properties within the Estate.

**1.3** Neither the Management Company nor any utility company using the easements or right-of-way as shown on the Master Layout or individual Plot Survey, or that may otherwise be granted or conveyed covering the properties, or any portion thereof, or other property of the Owner situated on the land covered by any such easements or rights - of-way, shall be liable for any damages done to the property, unless where such acts amount to negligence on the part of the Management Company or utility company.

**1.4** It is expressly agreed and understood that the title to any plot or parcel of land within the Estate conveyed by the Management Company by contract, deed or other conveyance shall be subject to an easement for roadways or drainage, water, gas, sewer, storm, electric light, electric power, telephone cable purposes etc.

**1.5** The Power to sell or lease such appurtenances to any municipality or other governmental agency or to any public service company or to any



other party, is hereby expressly reserved to the Management Company.

**1.6** In the event where a plot owner or a house owner wishes to sell his property to a purchaser, the seller shall give the right of first option of purchase refusal to the Management Company, after which upon refusal to purchase, the owner may he shall sell to a buyer of his choice. Where there is an acceptance he shall sell to the Management Company.

## **ARTICLE II**

### **USE RESTRICTIONS**

**2.1** Land Use and Building Type: As used herein, the term “residential purposes” shall be construed to prohibit the use of the said plots for mobile homes, block of flats or any structure capable of providing two or more separate dwelling units or flats or apartments.

Duplex houses, which consist of no more separate dwelling houses on one plot, may only be constructed with the prior approval of the Building Development Control Department and/or the Management Company and after payment of all charges to upgrade the utilities in the Estate to accommodate the additional services to be required by such duplex houses.

No approval for the construction of duplex houses may be given if the Management Company determined that any utility upgrade shall cause serious disruption of services to other residents of the property.

In the case of commercial plots, no structure shall be erected without the prior approval of The Management Company and/or the Building Development Control Department appointed for the Estate.

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

#### **(a) Outbuildings:**

Subject to the express written consent of the Building Development Control Department, Children playhouse, Generator House, Boys Quarter, Amenity Structures or any such similar structure, each limited in maximum height to eight (8) feet from the ground to the highest point of the structure, may be

placed on a plot. Provided always that such number of outbuildings as may be desired on a plot is largely determined by the size of the plot. These types of structures are permitted only within the fenced portion of the plot and must be approved by the Building Development Control Department.

The written consent of the Building Development Control Department shall be secured prior to installation and placement on a plot. In no case can the outbuilding structure of any type (not expressly provided for) be permitted unless the specific plot involved is completely enclosed by a fence.

**(b) Roof Materials:**

The roof of all buildings on the property shall be constructed or covered with aluminium roofing sheets and roofing tiles. The recommended colours are Brown and Terracotta Red. The neutral colours that may be used are Beige, Ivory and Natural Aluminum. The Colours Green and Blue are not permitted. The selected colour type must be approved by the Building Development Control Department prior to installation for purposes of aesthetics and uniformity within a street or building type.

**(c) Air Conditioners:**

No window unit air conditioner unit shall be permitted to be used, erected, placed or maintained on any building on any plot, except only if approved in writing by the Management Company prior to installation placement.

**(d) Building Materials:**

All exterior building materials shall be either brick or stone or a combination of the same, which materials shall extend to the ground level on all sides of the building; provided, however, that windows and doors shall be of standard materials than those listed herein, if such approval is given in writing.

**(e) Shade Trees:**

As construction is completed, each plot owner shall be landscape with the minimum of one shade tree in the front yard of their plot, as required by the Management Company.

### **2.3 Sidewalks:**

No sidewalk, walkway, improved pathway, deck, balcony, drive way or other improvement shall be constructed on any plots unless and until the plans and specifications therefore are submitted to and approved by the Building Development Control Department.

### **2.4 Location of Building Upon the plot:**

All structures within any plot shall be situate within the buildable area clearly marked on the Plot Survey.

### **2.5 Composite Building Site:**

Subject to the approval of the Building Development Control Department, any owner of more than one adjoining Plots may consolidate the plots for purposes of building one or more structures on the composite plots may consolidate the plots subject to the approval of Building Development Control Department. If owner consolidates two or more adjoining plots, each original plot shall be assessed separately for maintenance fee or other levies as shall be determined by The Management Company.

### **2.6 Use of temporary Structures:**

No structure of temporary character, whether trailer, basement barn or other outbuilding shall be maintained or used on any plot at any time as a residence, or for any other purposes.

The Management Company shall with prior express written consent of the Building Development Control Department reserve the right to grant the exclusive right to erect, place and maintain such facilities in or upon any portions of the plots or reserves as in its sole discretion, due to its necessity while constructing residences and constructing other improvement upon the properties. Such facilities may include but not necessarily be limited to construction offices, storage areas and portable toilet facilities.

### **2.7 Storage of Automobiles Trailers and other Vehicles:**

No vehicle with or without motor may be parked or stored on any part of any

street, easement, right of way or common area.  
Plot owners shall ensure that;

- (i) their visitors are properly parked and in designated parking areas;
- (ii) their over-night visitor's vehicles are parked within their premises.

No repair work, dismantling or assembling of motors vehicles or other machinery or equipment shall be done on any street.

This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporary parked and in use for the construction, repair or maintenance of facilities within the Estate or of a house or houses in the immediate vicinity.

The Management Company reserves the right to tow any vehicle parked out of the permissible space and demand fees from the plot owner.

## **2.8** Erection of Overhead Water Storage Tanks:

Water storage tanks shall be completely concealed within the building.

## **2.9** Animal Husbandry:

No animals, Snakes, livestock or poultry of any kind shall be raised or bred on any plot except pets (dogs and cats).

Dogs and cats herein referred to as common household pets, which shall be kept and maintained thereon if they are not kept, bred or maintained for any commercial reason or purpose.

No pet that is deemed by the Management Company, in its discretion to be a nuisance shall be kept by any owner in any plot or in any other part of the common elements. Pets shall be kept with the owner's compound or allotted plot, and when in the common area, it must be on leash and supervised always.

It is the pet owner's responsibility to keep the plot and common area clean and free of pet's debris.

**2.10. Fences:**

No fence, hedge wall, or barrier of any nature may be constructed, planted or maintained beyond the building set-back lines (except the rear property lines and the side property lines behind the rear wall of the residence building); neither shall any fence, hedge, wall or barrier of any nature be constructed, planted or maintained in front of the rear wall of the residence building. Fences, walls and constructed barriers shall be of substantial construction materials and of first class design, shall comply with all governmental regulations, and shall be approved by the Building Development control department in writing, prior to commencement of the construction thereof.

No fence in excess of two (2) metres height shall be erected on any plot for security purpose.

Erection of see-through only is permitted in front of the plot but not exceed one (1) meter in height.

All fences in design and construction shall be approved in writing by the Building Development Control Department.

Owner of adjacent plots shall share the cost of fencing with their neighbours.



## **2.11 Plot Maintenance:**

The owners or occupants of a plot shall at all times keep all weeds and grass thereof cut in a sanitary, healthy attractive manner and shall on no occasion use any plot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, which materials and equipment shall be stored so as not to be visible from any street.

Drying clothes or materials of whatever nature in public view is prohibited. The owners or occupants of any plot shall construct and maintain a fenced enclosure to screen drying cloths and other materials from public view.

Similarly, all yard or equipment wood piles, or storage piles shall be kept screened by a fenced services yard or other enclosed structure meeting specifications contained in this document.

No plot shall be used or maintained as dumping ground for trash, nor will accumulation of garbage, trash or rubbish of any kind thereon be permitted under any circumstances.

Trash, garbage or other waste material shall be kept in sanitary containers constructed of metal or plastic materials with sanitary cover or lids. Equipment for the storage or disposal of such waste materials used in the construction of any improvement erected upon any plot at the time construction is commenced may be maintained thereon for reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the plot or stored in a suitable enclosure on the plots.

The Management Company or assigns may, without liability to the owner or occupant, enter the said plot and cause to be cut such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish, or do any other thing necessary to secure compliance with these restrictions so as to place the said Plot in a neat, attractive, healthful, and sanitary condition, and may reasonably charge the owner or occupant of such plot for the cost of the work. The Said charge shall become an assessment against the Plot as determined by The Management Company.

Further, the Management Company or its assignee reserve the right to;

(i) contract or arrange for regular garbage pick-up service for the plot owners.

(ii) in cases of default by the plot owner(s) abate a nuisance continuing after (10) days;

(iii) embark on the re-painting of the exterior part of plot owners buildings after every twenty (24) months in order to maintain the beauty of the buildings as paints are prone to being washed out over a period of time;

(iv) assess and debit plot owners for the cost of such services as may be rendered

## **2.12 Signs, Advertising, Billboards:**

No signs shall be constructed or maintained on any plot, except for house numbers and name plates of standard sized (determined by the Management Company), and standard, small temporary one (1) square meter "For Sale or For Rent" signs when the lot is for sale or rent.

No mail box or paper holder shall be placed on any lot unless its design and placement is approved in writing by the Management Company. The Management Company has or will construct uniform mail boxes for each plot; and each owner of a plot will reimburse the Management Company its cost upon purchase of the box or on demand by the Management Company thereafter.

The Management Company or its assigns shall have the right to remove any non-conforming sign and advertisement or billboard or structure which is placed on a residential Plot and in so doing shall not be subject to any liability or damages for trespass, or otherwise in connection therewith arising from such removal.

## **2.13 Antennas, Satellite Dishes and related Masts:**

No television, radio or other receiving tower shall be constructed or maintained on any plot. Any antenna, satellite dish and related masts are permitted to be placed on a residential Plot in accordance with the guidelines conditions standards and requirements adopted by the of the Management Company or

the Building Control Department from time to time.

**2.14 Noise:**

Except in an emergency or when unusual circumstances exist (as determined by the Management Company or its Directors), outside construction work or noisy interior construction, shall be permitted between the hours of 8.00 a.m. and 6.00 p.m.

**2.15 Utilities:**

Electricity, cold water and telephone utilities in the Estate shall be by the surfaced distribution system.

The Management Company shall have the right to assess and bill the Owners and Residents of each residential plot for materials and fees required to connect the plot from the service or metering points of the Utility or Management Company.

The Management Company has granted necessary easements to the Utility Company providing for the installation maintenance, and operation of its metering system.

In addition, the owner of each residential plot shall contact the Management Company to confirm that necessary ducts for connection of adjoining Plots to utilities have been installed prior to construction of the Plot's driveway.

The Plot Owner and Resident shall not hold the utility or Management Company responsible for any damages to the driveway in the process of connecting the adjoining Plots to the utilities due to his failure to comply with the above.

Each Allottee and plot owner shall pay for water connection and for electricity connection.

**2.16 Plot Ownership Transfer.**

No plot Owner shall transfer or alienate his right or interest in the Plot without prior written consent of the Management.

The Company shall charge a registration fee for granting the approval and shall update its records with the new owner's name.

Transfer of plot which have not been developed after a period of two (2) years



after acquisition (the date physical allocation is done) attracts a 15% interest of the appreciation value (that is the difference between purchase price and current price) of the plot(s) being transferred as at the time of sale. This 15 percent interest is payable by the Vendor to the Management Company.

**Exceptions:** The 15% interest on appreciation value does not apply to;

(i) Any subscriber who commences or has commenced construction (either fencing or building) on his or her plot(s), and keeps same trimmed regularly (preferably once every quarter)

(ii) Any subscriber who keeps the plot constantly trimmed.

(iii) Any subscriber transferring the undeveloped plots to his/her children as a gift. Provided always that;

(i) in transferring such gifts, the subscriber is able to show sufficient proof that the beneficiary is his/her child;

(ii) in the event of a subsequent transfer (by sale) by the beneficiary to persons other than the beneficiary's child, all the covenants and restrictions of the Estate Guidelines apply.

If a plot is transferred without the appropriate approval, the Management Company reserves the right to deny the new Owner access to the said plot.

## 2.17. Enforcement of Conditions and restrictions:

The power to enforce the Conditions and Restrictions contained in this Deed Restrictions is vested at all material times in the Management Company and it assigns by the Assignors of Frontier Estate.







**2.18. No Liability:**

Neither the Management Company, the Board of Directors of the Management Company, nor the respective agents, employees or assigns shall be liable to any Owner or any party for any loss, claim or demand asserted on account of the administration provided herein and no person is authorized to grant exceptions or make representations contrary to the intendment of this Deed Restrictions.

Specifications, standards and minimum guides, if followed, will result in a properly designed Residential structure and enhances aesthetics. However, no plan, specifications approval, publication of minimum construction standard shall ever be construed as representing or guaranteeing that any residence will be built in a good workmanlike manner.

The acceptance of an allocation or deed of assignment to a residential plot by the Owner in the Estate shall be deemed to be a covenant and agreement on the part of the Owner, and the Owner's heirs, successors and assigns agree that the Management Company and the Board of Directors of the Management Company, as well as their agents, employees and architects shall have no liability under this Deed Restrictions except for wilful negligence.

**2.19 Interpretation:**

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



## **ARTICLE III**

### **ARCHITECTURAL APPROVAL**

#### **3.1 Building Development Control Department:**

As used in this Deed Restrictions, the term "Building Development Control Department may include members bona fide the Management company but need not be shareholders.

Members of the Building Development Control Department shall serve such terms as may be designated by the Board of Directors of the Management Company.

#### **3.2 Approval of New Construction and Improvement Required:**

Notwithstanding anything contained in this Deed Restrictions to the contrary, the approval of a majority of the members of the Building Development Control Department shall be required before embarking on any New Construction. The approval of the Building Development Control Department shall be deemed as the approval of the Management Company for such purpose.

#### **3.3 Address of Approval Entity:**

The initial address of the Building Development Control Department shall be The Management Company Building and / or address at Frontier Estate.

#### **3.4 Submission of Plans:**

Before applying for any required governmental approval and commencement of work to accomplish any New Construction or proposed improvement to property, the Plot Owner (the "Applicant") shall submit to the proper approval Entity at its respective office two (2) sets of the Architectural Drawing required materials in connection with the proposed construction, the Approval Entity may postpone review of any materials submitted for approval.

#### **3.5 Criteria for Approval:**

The Proper Approval Entity shall approve any proposed improvement to the property only if it determines in its reasonable discretion that the appearance

of the proposed improvement to property will be in harmony with the surrounding areas of the properties, including, quality and colour of materials and location with respect to topography and finished grade elevation; that the improvement to property will not detract from the beauty, wholesomeness, and attractiveness of the property or the enjoyment thereof by owners; and that the upkeep and maintenance of the proposed improvement to the property will not become burden on the Management Company.

The Approval Entity is specifically granted the authority to disapprove proposed improvements because of the unique characteristics configuration of the Plot on which the proposed improvement would otherwise be constructed, even though the same or a similar type of improvement might or would be approved for construction on another Plot.

The approval entity might grant conditional approval of any proposed Improvement to property upon the making of such changes thereto as the Approval Entity may deem appropriate.

### **3.6 Architectural Guideline:**

The Approval Entity from time to time may supplement or amend the Residential Design Guidelines and an Approval Entity may impose other requirements in connection with its review of any proposed improvement with this Deed Restrictions.

### **3.7 Decision of Approval Entity:**

The decision of the Approval Entity shall be made within thirty (30) days after receipt by the proper Approval Entity of all materials required by the approval entity. The decision shall be in writing and, if the decision is not to approve a proposed improvement to property, the reasons therefore shall be stated. The decision of the Approval Entity shall be promptly transmitted to the Applicant at the Applicant's address furnishes by the Applicant to the Approval Entity. The Owner, however, is responsible under all circumstances to conform to the provision of these restrictions in their entirety.

### **3.8 Failure of Approval Entity to Act on Request:**

Any request for approval of a proposed improvement to property shall be deemed approved by the appropriate approval entity, unless disapproval or request for additional information or material is transmitted to the applicant

by the approval entity, within thirty (30) days after the date of receipt by the appropriate approval entity of all required material; provided, however, that no such deemed approval shall operate to permit any Owner to construct or maintain any improvement to property that violates any provision of this Deed Restrictions or the Residential Design Guidelines. The Approval Entity shall at all times retain the right to object to any improvement to property that violates any provision of this Deed Restrictions or the Design Guidelines.

### **3.9 Prosecution of Work after Approval:**

After approval of any proposed New Construction or improvement to property, the work shall be accomplished as promptly and diligently as possible and in strict conformity with the description of the proposed plans submitted to the Approval Entity and plans approved by the appropriate governmental authorities.

Failure to complete work within a period of time as shall have been granted by the approval entity in writing (unless an extension has been granted by the approval in writing) or to complete the improvement to property in strict conformity with the description and materials furnished shall automatically invalidate the approval and shall require a new application for approval.

### **3.10 Inspection of Work:**

The Approval Entity or its duly authorized representatives shall have the right, but not the obligation, to inspect any New Construction or Improvement to property at any time during construction and height of inspection shall terminate once the work is completed.

### **3.11 Notice of Non- Compliance:**

If, as result of inspection or otherwise, the Approval entity finds that any New Construction or improvement to property has been constructed or undertaken without obtaining the approval of the approval entity or has been completed other than in strict conformity with the plan and materials furnished by the Owner to the Approval Entity or has not been completed within the required time period after the date of approval by the Approval Entity, the Approval Entity shall notify the Owner in writing of the non - compliance ("Notice of Non-compliance"). The Notice of Non-compliance shall specify the particulars



of the non-compliance.



### **3.12** Correction of Non-compliance:

If the approval entity finds that a non-compliance continues to exist after such time within which the Owner was to remedy the non-compliance as set forth in the Notice of Non-compliance, the Management Company may, at its option

but with no Obligation to do so;

**(a)** record a Notice of Non-compliance against the plot on which the non-compliance exists;

**(b)** remove the non-complying element, New construction or Improvement to property; and/ or

**(c)** otherwise remedy the non-compliance and, if the Board elects to take any action with respect to such violation and the Owner shall be liable to reimburse the Management Company upon demand for all expenses incurred therewith. If such expenses are not promptly repaid by the Owner to the Management Company, the Board may charge an interest on such costs and expenses against the owner of the plot in question.

The permissive (but not mandatory) right of the Management Company to remedy or remove any non-compliance (it being understood that no owner may require the Management Company to take such action) shall be in addition to all other right that the Management Company may seek from a law court.

### **3.13** No Implied Waiver or Estoppel:

The inaction or failure to act by an Approval Entity shall not constitute a waiver or estoppel with respect to future action by the Approval Entity. An Approval Entity may exercise its functions which are not time bound under this Deed at such future times as it may become necessary.

### **3.14** Power to Grant Variances:

Each approval entity may authorize variances from compliance with any of the provisions of Articles III and IV of the Deed Restrictions including restrictions upon placement of structures, the time for completion of construction of any improvement to property, or similar restrictions, where circumstances such as topography, natural obstructions, hardship, aesthetic, environment, or other unforeseen circumstances exist. Such variances must be granted by all members of the approval entity. If any such variance is granted, no violation of the provisions of this Deed Restrictions shall be Deemed to have occurred with respect to the matter for which the variance was granted, provided however, that the granting of a variance shall not operate to waive any of the provisions of this Deed Restriction for any purpose except as to the particular provision

hereof covered by the variance, nor shall be granting of any variance, nor shall the granting of a variance affect the owner's obligation to comply with all governmental laws and regulations affecting the plot concerned.

**3.15 Non- liability for Approval Entity Action:**

None of the members of the Building Development Control Department, or the Management Company, or any of its officer or agents or member of the Board of Directors;

**(i)** shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of any Approval Entity except to the extent caused by the wilful negligence of the party to be held liable;

**(ii)** shall be personally liable for debts contracted for or otherwise incurred by the Management Company or for any action of another of such individuals, whether such other individual were acting on behalf of the management Company, the management company, the Building Development Control Department, the Board of Directors or otherwise ;

**(iii)** shall be liable for any incidental or consequential damage for failure to inspect New Construction, Improvements, or portion thereof, or for failure to repair or maintain the same.

In reviewing any matter, the approval entity shall not be responsible for reviewing, nor shall its approval of an improvement to property be deemed approval of the new Construction improvement to property from the standpoint of safety, whether structural or otherwise, or conformance with town planning rules, or other governmental laws or regulations.

**3.16 Construction Period Exception:**

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

## **ARTICLE IV**

### **FRONTIER ESTATE UTILITY DEPARTMENT**

#### **4.1 Establishment:**

The Management Company shall establish, constitute and maintain a utility department; the Frontier Estate Utility Department (hereinafter "the Utility Department") to provide water and electricity service to the Estate at a charge to Owners and residents of the Estate.

#### **4.2 Meters:**

The Utility Department shall cause meters to be installed in each building or apartments to measure the usages of water and electricity.

#### **4.3 Charges for Service**

The Utility Department shall establish rates and charges for service to be provided. Such rates and charges shall be approved by the Management Company and may be submitted to the Trustees for its advice prior to implementation.

#### **4.4 Payment of Charges:**

Utility bills shall be promptly paid when due. The Utility Department shall have the right to terminate services for failure or pay utility bills when due. The Utility Department may oth-

er rules regarding payment of bills, notices for failure to pay utility bills maintenance, or repair of equipment.

#### **4.5 Prohibition:**

In no event shall an owner or occupant install any device to provide water or electricity for individual use, or subscribe to any other utility company for the provision of water or electricity within the Estate without the prior approval of the Developer and the Management Company.

## **ARTICLE V**

### **FRONTIER ESTATE PROPERTY OWNERS AND RESIDENTS ASSOCIATION**

#### **5.1 Establishment:**

There shall be established by the Developer, an organization to be known as Frontier Estate Property Owners and Residents Association.

**5.2** Constituents of the Residents Association

#### **5.2.1** Trustees

#### **5.2.2** Chairman

#### **5.2.3** Vice Chairman

#### **5.2.4** General Secretary

The General Manager of Landwey Investment Limited shall be the secretary of the Association

### **5.2.5 Other Residents**

Provided always, that the make-up, except the position of the Trustees and the General Secretary (which remains fixed) and modus operandi of the Residents Association, shall from time to time be decided by members of the Resident Association on such tenure as they deem fit.

### **5.3 Authority and Purpose:**

The purpose of the Association is to advise the Management Company on issues relating to the management of the Estate; and to be, and have exclusive right as the official representative of all Owners and Residents within the Estate regard, including the following:

**5.3.1** To advance and protect the interest of Owners and Residents of the Estate;

**5.3.2** To serve as liaison between the Management Company and other residents of the Estate for the Estate;

**5.3.3** To further the wellbeing of the Owners and Residents of the Estate;

**5.3.4** To assist in the settlement of any dispute arising amongst the Owners and Resident of the Estate;

**5.3.5** To gather, collect, collate, supply and disseminate information useful to the advancement of the wellbeing of all residents of the Estate;

**5.3.6** To organize, arrange and hold meetings at such time and place to be determined by the Trustees of the Association;

**5.3.7** To make rules and regulations as it deems fit and necessary to ensure the protection of the lives and property of all Owners and Residents of the Estate;

**5.3.8** To ensure compliance of all Owners and Residents of the Estate with the rules and regulation contained in the Deed Restriction; and

**5.3.9** To engage in community projects and in any way whatsoever to further charitable activities and works.

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

## ARTICLE VI

### PROPERTY RIGHTS AND OBLIGATIONS

**6.1** Owner's Easement of Enjoyment:

Every Owner shall have a right and easement of enjoyment in and to the Common Area and common facilities, which shall be appurtenant to and shall pass with the title to the following provisions;

**6.1.1** The right of the Management Company to charge reasonable admission and other fees for the use of recreational facility situated upon the Common Area;

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

**6.1.3** The right of the Management Company to dedicate or transfer all or any part of the Common Area, if any to any public agency, authority or utility for such purposes and subject to

such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless authorized by the Board of Directors by majority vote of the Board.

**6.2** Developmental Levy, Annual Service and Responsibilities of the Management Company

**6.2.1** Development Levy  
Breakdown of Development Levy

- Drainage/ Sewage Construction fees
- Security Facilities
- Water Treatment Facility and Connection fees
- Access Road
- Electricity Connection

**6.2.2** Annual Assessment.

Every plot owner shall be required to pay on or before January 1st of each year an annual service charge in order to carry out maintenance for the property, to the Management Company via the stipulated Bank provided by The Management Company. The annual service charge is payable in advance.

This annual service fee may be subject to review at The Management Company's discretion. The Management Company shall have absolute discretion in expenditures from the Maintenance Fee Fund, so long as it devotes the fund in good faith to mat-

ter which it determines will be beneficial to the whole of the Estate or any specific area.

**BREAKDOWN OF ANNUAL ASSESSMENT.**

The Management Company, for each plot owned within the property hereby covenants, and each owner of any plot by acceptance of a Deed of Assignment thereto, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay the Management Company;

- Security fee;
- Construction of Uniform Mail Boxes;
- Garbage Pickup/ Waste Disposal;
- Miscellaneous expenses that are reasonably incurred

The sum required to be paid as Development Levy and Annual Service Charge would be communicated subsequently. The reason why the price has not been set at the execution of this document is to allow for transparency and fair value, beneficial to both Owners and the Management Company.

**6.2.3** Responsibilities of the Management Company. The responsibilities

of the Management Company shall include, but not limited to:

**6.2.3.1** The maintenance and repair of the Common Area and Common Facilities;

**6.2.3.2** Constructing and maintaining parkways, green belts, drainages, street lights, and right-of-ways, easements, Common Areas, sidewalks, paths and other public areas, and the construction and operations of all street lights.

**6.2.3.3** Fumigate the public and common areas of the Estate

**6.2.3.4** Managing and operating recreation areas, if any;

**6.2.3.5** Payment of all legal and other expenses incurred in connection with collection and enforcement of all charges, assessments, covenants, restriction and conditions and enforcement of all charges, assessments, covenants, restrictions and conditions established under this Deed Restrictions;

**6.2.3.6** Payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charges and assessments;

**6.2.3.7** Employing policemen and watchmen, and/or security services, if desired; h) Caring for vacant plots;

**6.2.3.8** Doing any other things necessary or desirable in the opinion of the Board of Directors to keep the Estate neat and in good order or which is considered of general benefit to the owners or occupants of the Estate; and each Allottee and Plot Owners shall pay the required annual service charge as may be jointly decided to cater to maintenance of the Estate.

**6.2.3.9** Obtaining liability, workers compensation, property, Director and Officer Liability insurance in the amount deemed proper by the Board of Directors.

**6.2.3.10** Such other duties as may become expedient for the Management Company to embark on in deserving circumstances.

inspection of the property to ensure compliance with the Deed of Restrictions. Provided always that such consent shall not be unreasonably withheld by the plot owner.



## ARTICLE VII

### RIGHT OF ACCESS/ENTRY AND ENFORCEMENT.

#### 7.1 Right of Entry and Access:

The Management Company, its representatives or assigns shall have the right to enter with the consent of the plot owner and go upon any owner's property at reasonable times and with reasonable notice, for purposes of

#### 7.2 Enforcement:

In the event of a breach of the restrictions by the Owners, or a third party working with the permission of or under the direction of the Owner, The Management Company must be notified immediately.

If the Management Company becomes aware of a breach of this Deed of Restrictions. The Management



Company will;

**(i)** notify the owner in writing of the breach. The Owner shall have thirty (30) days after receipt of such notice to undertake actions that are reasonably corrects the conditions constituting the breach. If the Owner corrects the conditions constituting the breach in a timely and reasonable manner, no further action is warranted or authorized;

**(ii)** If the Owner fails to initiate such corrective action. The Management Company may undertake such actions, including legal proceedings, as are necessary to effect such corrective actions. Notification will be deemed to have been given upon confirmation by a courier-service or any officer of the Management Company that the notice has been delivered to the Owner's mailing address in the Management Company's record.

The Management Company shall have the power to enter into structure and demolish same or remove the offending part in the event of the following:

**(i)** If the building or structure constructed, or in construction was done without the approval of the Building Development Control Department / Statutory approval.

**(ii)** If the building or the structure thereon is not in conformity with the approval granted by the Building De-

velopment Control Department, such plot owners shall pay a sum as a fine for non- conformity as s shall be fixed by the Management Company.

**7.2.1** Any exercise of discretionary authority by the Management Company concerning a covenant by this Deed of Restrictions is presumed reasonable unless the court determines by a preponderance of the evidence the exercise of discretionary authority was arbitrary, capricious or inconsistency with the scheme of the development (i.e, the architectural approval or disapproval for similar renovations relative to a given location within the Property). The Management Company on its own behalf or through the efforts of its legal agents may initiate, defend or intervene in dispute resolution by this administrative proceeding affecting the enforcement of a covenant created by this instrument or for the protection, preservation or operation of the Property covered by this Deed of Restrictions.

**7.2.2** It is hereby stipulated, the failure or refusal of any owner or any occupant of a plot to comply with the terms and provisions hereof would result in irreparable harm to other Owners. Thus, the covenants, conditions, restrictions and provisions of this Deed of Restrictions may not only be enforced by an action for damages at law, but also may be enforced by injunctive or other equitable relief ( i.e., restraining order and/or injunctions)

by any court of competent jurisdiction.

**7.2.3** Any judgment discretion, decision or other matter determined hereunder by The Management Company shall be binding on all parties and any interpretation hereof made by the Management Company shall likewise be binding on all parties and in each case no party shall have any remedy against the Management Company except to require specific performance of its duties and/or to obtain a declaratory judgment. In no case shall damages be claimed, shown or obtained against The Management Company with respect to any matter related hereto.

**7.3** The Management Company, any owner, and their respective successors and assigns, shall have the right to enforce by a proceeding at law or in equity all easements, restriction, conditions, covenant, reservations and in connection therewith, shall be entitled to recover all reasonable collection costs in the process.





## **ARTICLE VIII**

### **WAIVER, SEVERANCE, AMENDMENT AND DISPUTE RESOLUTION.**

#### **8.0 Waiver**

Any forbearance on the part of The Management Company to exercise its rights in the event of a breach of the restrictions shall not be deemed or construed to be a waiver of their rights hereunder in the event of any subsequent failure of the Property owner to comply.

Failure by the Management Company or by its assigns entitled to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

#### **9.0 Severance**

Invalidation of any restriction or covenant by judgment, arbitration tribunal or court shall in no way affect any other provision, each of which shall remain in full force and effect.

#### **10.0 Amendment:**

**10.1** The Management Company may amend any provision in this Deed Restrictions and Covenants so long as in its good faith judgment either the whole or part of the Estate will be benefited by such amendment, or if in its good faith judgment the continued

development of the whole or part of the Estate is hindered or made less economic in any way by any provision hereof; provided, however, that this right of amendment shall be exercised only if ninety percent of the shareholders in Frontier Estate Management Company Limited voted in favour of any such amendments.

**10.2** Any subsequent amendment to this deed of restriction shall be binding on all land/homes owners in the Estate as if the terms included and or excluded formed part of the document ab-initio. That is to say the amendment dates back to the date of sale.

#### **11.0 Dispute Resolution**

**11.1** If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (including non-contractual disputes) (Dispute) then except as expressly provided in this Agreement, the Parties shall follow the procedure set out in this clause:

- either Party shall give to the other a notice setting out the nature and full particulars of the Dispute (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Parties shall attempt in good faith to resolve the Dispute by mediation through their representatives;

- if any Dispute is not resolved between the Parties within thirty (30) days of service of the Dispute Notice, then such Dispute shall be settled exclusively and finally by arbitration in accordance with clause 14.2.

**11.2** Any Dispute referred to arbitration under this agreement shall be conducted in accordance with the Arbitration and Conciliation Act, CAP A18 LFN 2004. The Dispute shall be settled in accordance with the UNCITRAL Arbitration Rules in effect on the date of this Agreement (the Rules). The arbitrators shall be administered by The Chartered Institute of Arbitrators, United Kingdom, Nigerian Branch (the CI Arb Nigeria). The CI Arb Nigeria shall be the appointing authority and shall appoint 1 arbitrator in accordance with the Rules. The seat of the arbitration shall be Lagos, Nigeria and arbitral proceedings shall be in English. The cost of the arbitral proceedings shall be borne by the Parties as determined by the arbitral tribunal.

**11.3** By agreeing to settle Disputes by arbitration, the parties do not intend to deprive any competent court of its jurisdiction to issue interim relief, a pre-arbitral injunction, pre-arbitral attachment or other order in facilitation of the arbitral proceedings or the enforcement of any arbitral award. Any interim relief ordered by a competent court may subsequently be vacated, continued or modified by the

arbitral tribunal on the application of any Party.

**12.0** Entire Agreement:

All provisions contained in this document are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property, and for the welfare and benefits of the owner of plots in the property, which reservations, easements, covenants, restrictions and condition shall run with the land and shall be binding upon all parties having or acquiring any part thereof and shall inure to the benefit of each owner thereof for the welfare and protection of the property values.



**IN WITNESS WHEREOF** THE MANAGEMENT COMPANY LANDWEY INVESTMENT LIMITED AND THE OWNER HERETO HAVE SET THEIR HANDS AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED by the within named owner

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

Have read and understood the above mentioned deed restrictions and agrees to abide by these restrictions at all times.

.....  
SIGNATURE ..... DATE

**IN WITNESS WHEREOF** THE MANAGEMENT COMPANY LANDWEY INVESTMENT LIMITED AND THE OWNER HERETO HAVE SET THEIR HANDS AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN

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DATE

