



DEVELOPMENT CODE

Appolonia Development Company Limited

608 Algeria Boulevard, Appolonia City Accra - Ghana
+233 (0) 302 264 480/1 | +233 (0) 577 652 386
info@appolonia.com.gh | www.appolonia.com.gh

A development by
RENDEAVOUR
AFRICA'S URBAN FUTURE

TABLE OF CONTENTS

ARTICLE 1: PURPOSE5

ARTICLE 2: DEFINITIONS.....6

ARTICLE 3: PROPERTY RIGHTS AND EASEMENT 12

ARTICLE 4: INTERNAL ENVIROMENTAL STANDARDS..... 15

ARTICLE 5: THE MASTER DEVELOPER..... 15

ARTICLE 6: MANAGEMENT COMPANY 17

ARTICLE 7: CONSULTATIVE FORUM OF OWNERS..... 22

ARTICLE 8: APPOLONIA CITY UTILITY ENTITIES 23

ARTICLE 9: COVENANTS AND RESTRICTIONS FOR USE..... 23

ARTICLE 10: PLANNING, DESIGN REVIEW AND CONSTRUCTION REQUIREMENTS..... 25

ARTICLE 11: INFRASTRUCTURE LEVY..... 39

ARTICLE 12: UTILIZATION OF LOCAL LABOUR..... 41

ARTICLE 13: UTILITY SERVICES 41

ARTICLE 14: GENERAL PROVISIONS..... 42

First Lessor	APPOLONIA DEVELOPMENT COMPANY LIMITED , a limited liability company incorporated under the laws of the Republic of Ghana with company registration number CS205962016, and having its registered offices at No 4 Momotse Avenue, Adabraka, Accra, P. O. Box GP 1632, Accra in the Greater-Accra Region of the Republic of Ghana (hereinafter called the “First Lessor”, which expression shall where the context so admits or requires include its successors in title, assigns and duly authorized officers).
Second Lessor	RENDEAVOUR ACCRA DEVELOPMENT COMPANY LIMITED , a limited liability company incorporated under the laws of the Republic of Ghana with company registration number CS205952016, and having its registered offices at No 4 Momotse Avenue, Adabraka, Accra, P.O. Box GP 1632, Accra in the Greater-Accra Region of the Republic of Ghana (hereinafter called the “Second Lessor”, which expression shall where the context so admits or requires include its successors in title, assigns and duly authorized officers). The First Lessor and the Second Lessor are together known as the Master Developer
Management Company	Appolonia City Management Limited Company
Land	By a lease dated 20th September 2011 (hereinafter called the “First Head Lease”) made between Nii Tei Adumuah II acting for and on behalf of the Kpone-Appolonia Stool (the “Head Lessor”) of the one part and the First Vendor of the other part, the Head Lessor leased to the First Lessor all that piece or parcel of land containing an approximate area of 2,325.762 acres situate at Kpone-Appolonia near Tema as depicted in the plan attached as Annex A hereto (hereinafter called the “Land”) for a term of fifty years from 20th September 2011 subject to the covenants, conditions and stipulations therein contained and registered at the Land Registration Division of the Lands Commission with Land Certificate Number TD.8145 (Volume 021; Folio 277). By a lease dated 20th September 2011(hereinafter called the “Reversionary Head Lease”) made between the Head Lessor of the one part and the Second Lessor of the other part, the Head Lessor leased to the Second Vendor the Land for a term of forty nine years from 20th September 2061 subject to the covenants, conditions and stipulations therein contained and registered as Entry 3 in the Memorials of the Head Lessor’s Title at the Land Registration Division of the Lands Commission with Land Certificate Number TD.4015 (Volume 020; Folio 277). The Land is more particularly described in Schedule A attached hereto and forming part of this Development Code.

WHEREAS:

- A. The Master Developer has created a world-class mixed-use development on the Land comprising residential developments, retail developments, commercial developments, tourism facilities, industrial developments, social facilities and recreational facilities (hereinafter referred to as “**Appolonia City**”).
- B. It is the desire and intention of the Master Developer to impose upon Appolonia City mutually beneficial conditions, standards and covenants (hereinafter referred to as the “**Development Code**”) under a general plan of development, maintenance and improvement to provide for the preservation of the values and quality of Appolonia City through the development and continual improvement and maintenance of architectural features, common areas and elements. All amendments to this Development Code will take into account the views of the Owners.
- C. The Master Developer has appointed the management company known as Appolonia City Management Limited Company (the “**Management Company**”) for the purpose of managing the common areas, managing the provision of services within Appolonia City, collection of service charge and exercising all other functions assigned to it on behalf of the Master Developer.
- D. The Master Developer seeks to ensure provision of Utility Services (defined below) to all Owners (defined below) in accordance with the standards prescribed under the law in Ghana and having regard to all practical considerations and shall strive to ensure that the Utility Services are provided to all Owners as end users in a Financially and Environmentally Sustainable (both terms defined below) manner that ensures that Appolonia City is a viable city.
- E. The Master Developer intends to provide the Utility Services either through itself or the Appolonia City Utility Services Entities (defined below) over which it has effective control or through Service Delivery Agreements (defined below) to be entered into between the Master Developer and Competent Authorities (defined below) or any other entity as the law may direct or in such other manner as the Master Developer shall in its sole and absolute discretion determine.
- F. The Master Developer will use its best endeavours to ensure that Utility Services shall be provided to all Owners within Appolonia City in an equitable and accessible manner that is amongst others conducive to the prudent, economic, efficient and effective use of available resources, and will cause the Utility Services to be regularly reviewed with a view to upgrading, extending and improving their quality standards over time.
- G. Appolonia City will be developed in phases and the Land will be divided into Enclaves (defined below).
- H. The Master Developer has designated the permitted use in relation to each Enclave and each Parcel as indicated in the Appolonia City Master Plan (defined below), as well as imposed Development Controls (defined below) and has promulgated this Development Code to preserve the values and quality of Appolonia City.
- I. It is the intention of the Master Developer that this Development Code bind and benefit not only the purchasers of Parcels in Appolonia City, but also their respective successors in title, heirs and permitted assigns and all end users including lawful visitors, tenants and other occupants and that this Development Code shall enhance and protect the value, desirability and attractiveness of all such Parcels to their mutual benefit.

- J. This Development Code supplements the conditions contained in the Leases with respect to Appolonia City.

NOW, THEREFORE, the Master Developer hereby declares that, Appolonia City is held and shall be held, conveyed hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, easements, charges and liens, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of the Land and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of Appolonia City. All of the conditions, covenants and restrictions contained in this Development Code shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in any parcel being a part of Appolonia City including tenants and other occupants thereof and shall inure to the benefit of each owner thereof and shall at all times be incorporated in any documentation relating to any parcel within Appolonia City by reference.

ARTICLE 1: PURPOSE

- 1.1 The purpose of this Development Code is to set out the covenants, conditions and restrictions that are imposed over the Parcels (hereinafter defined) by the Master Developer on the Lessee pursuant to leases executed between the parties that will ensure:
- 1.1.1 Appolonia City is established as a world-class mixed-use development on the outskirts of Accra resulting in the creation of a new decentralized development focus area which shall contribute to realisation of Ghana's developmental agenda by aiding industrialisation, provision of high quality of life to all its users and aligning its vision with developmental plans to alleviate congestion in the City of Accra;
 - 1.1.2 Appolonia City is established as a well-planned, well-managed community that is centred on the concept of work-live-play providing a comprehensive mix of land uses to cater for the needs of its residents and lawful visitors;
 - 1.1.3 the proper, desirable use and appropriate development and improvement of each Parcel within Appolonia City;
 - 1.1.4 the development of infrastructure and all other related developments associated with the functional success of Appolonia City;
 - 1.1.5 the investment of the Owner of each Parcel is protected against such improper development and undesirable use of surrounding Parcels that would depreciate the value of the remaining Parcels;
 - 1.1.6 the erection of attractive improvements that utilize sustainable and suitable building materials in appropriate locations, thereby preventing haphazard and inharmonious improvements;
 - 1.1.7 the provision of Utility Services to all of the Owners is in accordance with the standards prescribed under the law in Ghana and in a Financially and Environmentally Sustainable manner that ensures that Appolonia City is a viable city;
 - 1.1.8 the restrictions established herein are to be observed and to ensure and maintain proper planning and development controls, including but not limited to plot area ratios, build-to lines and setbacks, and height restrictions; require the

development of energy and resource efficient buildings compliant with such building standards as may be prescribed in the Appolonia City Master Plan and relevant Physical Planning Standards from time to time; and such other measures as may be necessary to encourage the overall character and theme established by the Master Developer;

1.1.9 the preservation of the values and quality of Appolonia City through the development and continual improvement and maintenance of architectural features, common areas, and elements;

1.1.10 high quality of improvements are undertaken on the Land.

ARTICLE 2: DEFINITIONS

2 Unless the context otherwise specifies or requires, the terms defined in this Article 2 shall, as used in this Development Code, have the meanings herein set forth:

2.1 **“Affiliate”** means with respect to a party, any company or other legal entity directly or indirectly controlling, controlled by, or under common control with, the respective party and for the purposes of this Development Code means:

2.1.1 a body corporate which is a subsidiary of the other or two subsidiaries of the same body corporate; and

2.1.2 a company which is a subsidiary of the other or both are subsidiaries of the same body corporate.

2.2 **“Appolonia City Master Plan”** shall mean the evolving conceptual master plan, any detailed local plans and any other approved plan relating to any part of Appolonia City, and as may be amended by the Master Developer from time to time and which is set forth herewith as Schedule A;

2.3 **“Appolonia Signage and Way-finding Policy”** means a policy setting out the specific signage procedures to be undertaken in Appolonia City;

2.4 **“Appolonia Structure Plan”** means the general scheme of intended use of the Land as may from time to time be amended by the Master Developer;

2.5 **“Appolonia City Power Company Limited”** means a company incorporated under the Laws of Ghana with company registration number CS089592018;

2.6 **“Appolonia City Water Company Limited”** means a company incorporated under the Laws of Ghana with company registration number CS089402018;

2.7 **“Appolonia City Telco Company Limited”** means a company incorporated under the Laws of Ghana with company registration number CS106312018;

2.8 **“Appolonia Connect Company Limited”** means an affiliate of the Master Developer responsible for administration of utilities within Appolonia City;

2.9 **“Appolonia City Utilities Services Entities”** means Appolonia City Power Company Limited, Appolonia City Water Company Limited and Appolonia City Telco Company Limited;

- 2.10 **“Architect”** shall mean a person holding a certificate of registration to practice architecture in Ghana under the authority of the Laws of Ghana;
- 2.11 **“Assessments”** shall mean the annual assessments, fees or charges, which assessments are to be fixed and established by the Master Developer and/or the Management Company (as the case may be) and from time to time or otherwise as deemed fit by the Master Developer and/or the Management Company in connection with proper management, administration, maintenance, repairs, restoration and upgrade of the Common areas;
- 2.12 **“Beneficiary”** shall mean a chargee under a charge as well as a beneficiary under a deed of trust;
- 2.13 **“Building”** shall include both the main portion of a structure and all projections or extensions thereof, and shall include garages, outside platforms and docks, canopies, porches, outbuildings and any other structure, whether of a temporary or permanent nature and irrespective of the materials used in the erection thereof, erected or used for or in connection with the accommodation or convenience of human beings or animals; the manufacture, processing, storage, display or sale of any goods; the rendering of any service; the destruction or treatment of refuse or other waste materials; the cultivation or growing of any plant or crop; any wall, swimming bath, swimming pool, reservoir or bridge or any other structure connected therewith; any fuel pump or any tank used in connection therewith; any part of a building; any facilities or system, or part or portion thereof, within or outside but incidental to a building, for the provision of a water supply, drainage, sewerage, stormwater disposal, electricity, gas supply or other similar service in respect of the building;
- 2.14 **“Building Plans”** shall mean detailed architectural layout and floor plans, landscape architecture plans, and any engineering drawings of proposed improvements providing, among such other information as the Development Control Committee (DCC) may from time to time require, detailed layout and floor plans, elevations, specifications and uses; landscape plans and specifications indicating plant species, locations, quantities, landscaped areas and irrigation plans and specifications; specifications for all exterior materials; drawings and specifications relating to all exterior signage; engineering drawings and specifications for civil, electrical, mechanical, structural and wet services; a detailed rational fire design specifications and report. Buildings Plans shall be prepared according to the requirements of, and submitted in the format required by, the DCC and the relevant Competent Authority;
- 2.15 **“Common Areas”** shall refer to the green areas, the utility areas, and such other areas as shall be designated in the Appolonia City Master Plan for the common use and enjoyment of the lessees, occupiers, invitees, licencees or lawful visitors of Appolonia City BUT EXCLUDING Roadways and Stormwater Systems;
- 2.16 **“Common Elements”** shall include all facilities, utilities and other improvements found or located in Common Areas and Natural Open Spaces. For the avoidance of doubt, Common Elements shall exclude Roadways and Stormwater Systems (as hereunder defined);
- 2.17 **“Common Expenses”** shall include all those expenses incurred or to be incurred by the Master Developer and the Management Company in the management and operations of the Common Areas and the Common Elements, costs of provision of urban management services, security and landscaping;

- 2.18 **“Competent Authorities”** means any Government entity having statutory or regulatory competence to promulgate rules and regulations having the force of law touching and concerning Appolonia City, the Land and the transactions and matters contemplated in this Development Code and **“Competent Authority”** shall be construed accordingly. For purposes of this Article, **“Governmental Entity”** means any state corporations and other bodies, (including any sub-division, court, administrative agency, commission or other authority thereof) exercising any regulatory, taxing, importing or quasi-governmental authority;
- 2.19 **“Conditions of Approval”** shall mean such conditions or requirements that the DCC may impose on the Owner of a Parcel in approving Parcel Plans, site development plans, Building Plans, and/or Certificates of Compliance, which may include the grant of easements/servitudes;
- 2.20 **“Development Codes”** means any and all of the following either individually or collectively (as amended from time to time):
- 2.20.1 this Development Code;
 - 2.20.2 the Appolonia City Master Plan, as amended from time to time;
 - 2.20.3 the Development Control Guidelines, as amended from time to time;
 - 2.20.4 the Leases over each Parcel;
 - 2.20.5 the Environmental Management Plan (hereinafter defined);
 - 2.20.6 the Internal Environmental Standards (hereinafter defined);
 - 2.20.7 the Physical Planning Standards;
 - 2.20.8 the Appolonia City Signage and Way-finding Policy.
- 2.21 **“Development Controls”** means the permitted use in relation to any part of Appolonia City and each Parcel as well as such other controls on Land that the Master Developer, the Development Control Committee (hereinafter defined) or the Management Company may impose through, without limitation the Development Codes and all matters expressly set out therein, and which shall be enforced by the Master Developer, the Development Control Committee or the Management Company or such other appointee of the Master Developer PROVIDED THAT the Development Controls shall not interfere with the permitted use of the Land or any portion thereof;
- 2.22 **“DCC”** means the committee established under Article 10 below for the purpose described therein;
- 2.23 **“Development Control Guidelines”** means the mandatory guidelines regulating among other things, the environmental management and physical planning standards stipulated for the maintenance of building standards with a view to ensuring an attractive and harmonious development within Appolonia City, as may be amended from time to time;
- 2.24 **“Development Program”** means a detailed programme of works to be undertaken in respect of each Parcel which shall be submitted to the DCC in accordance with this Development Code;

- 2.25 “**Engineer**” shall mean a person holding a certificate of registration to practice structural, mechanical and/or civil engineering in Ghana;
- 2.26 “**Environmental Management Plan**” shall mean, in relation to Appolonia City:
- 2.26.1 the Strategic Environmental Assessment Report (SEA Report); and
- 2.26.2 the Environmental Impact Assessment Approval Guidelines (EIA Approval Guidelines);
- WHICH shall be applicable to the fullest extent possible, to all environmental management in relation to any construction and/or Development within Appolonia City;
- 2.27 “**Environmentally Sustainable**”, means undertaking the permitted use in relation to any part of Appolonia City and each parcel in a manner aimed at ensuring that:
- 2.27.1 the risk of harm to the environment and to human health and safety is minimised to the extent reasonably possible under the circumstances;
- 2.27.2 the potential benefits to the environment and to human health and safety are maximised to the extent reasonably possible under the circumstances; and
- 2.27.3 legislation and any such other policies intended to protect the environment and human health and safety is complied with.
- 2.28 “**Financially Sustainable**” in relation to the provision of a Utility Service, means the provision of a Utility Service in a manner aimed at ensuring that the financing of that Utility Service is sufficient to develop, operate, maintain, repair and replace the physical assets used in the provision of the Utility Service;
- 2.29 “**Forum**” shall mean the Consultative Forum of the Owners;
- 2.30 “**Gross Buildable Area**” or “**GBA**” shall mean the total sum in square metres of the area covered by the buildings at the floor level of each storey at each parcel, provided that roofs (unless they include a loft or similar occupiable space); eaves, sunscreens and other architectural features; uncovered internal courtyards and light wells; public arcades connecting public spaces; and uncovered areas for parking and loading; are excluded from the calculation of gross building area;
- 2.31 “**Hazardous Material**” shall mean any chemical, waste, gas, medicine, drug, plant, animal or microorganism which is likely to be injurious to human health or the environment and any other material declared as such under the laws of Ghana);
- 2.32 “**Improvements**” shall mean buildings, outbuildings, underground installations, gradings, slope and drainage alterations, earth works, roads, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, windbreaks, landscaping, plantings, planted trees and shrubs, signage, poles signs, lighting, loading areas, and all other man-made changes to the natural configuration and vegetation of the Property, whether above or below the land surface;
- 2.33 “**Infrastructure Levy**” shall mean the amount payable to the Management Company comprising of the proportionate amount of the Service Charge payable by an Owner in respect of any emergency, anticipated and planned Assessments and cost of maintaining, repairing, amending, altering, rebuilding, renewing and reinstating of the following infrastructure within Appolonia City:

- 2.33.1 Roadways and Stormwater Systems (defined below);
- 2.33.2 street lighting;
- 2.33.3 dams and reservoirs; and
- 2.33.4 Natural Open Spaces (defined below).
- 2.34 **“Internal Environmental Standards”** shall mean the internal environmental standards and policies as may be published by the Master Developer from time to time;
- 2.35 **“Management Company”** shall mean Appolonia City Management Company SEZ Limited a company appointed by the Master Developer;
- 2.36 **“Natural Open Space”** shall mean the network of rivers, riparian buffer zones, parks, conservation areas and ecological corridors provided for in the Appolonia City Master Plan;
- 2.37 **“Natural Resources”** shall mean natural assets occurring in nature within the confines of Appolonia City that can be used for economic production or consumption;
- 2.38 **“Occupant”** shall mean a lessee or licensee of an Owner, or any other person or entity other than the Owner, in lawful possession and/or occupation of a Premises and/or Parcel with the permission of the Owner;
- 2.39 **“Owner”** shall mean and refer to the registered owner, whether one or more persons or entities, of a leasehold interest to any of the Parcels being a part of Appolonia City, but excluding those having such interest merely as security for the performance of an obligation, provided, however, that the purchaser at a foreclosure sale or trustee’s sale shall be deemed an Owner;
- 2.40 **“Parcel”** shall mean and refer to any fractional part of the Land as subdivided on parcel maps registered from time to time at the relevant Government entity, with the exception of areas dedicated to the public use and shall include houses, apartments, shops, office floors, office suites or any other unit that is developed and sold, leased or sub-leased to an end user on the basis of a lease;
- 2.41 **“Permitted User”** shall mean the use of any portion of the Land as defined in the Appolonia City Master Plan and the leases in favour of each of the Owners;
- 2.42 **“Person”** shall mean any individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof;
- 2.43 **“Physical Planning Standards”** means the development standards and the design guidelines of Appolonia City;
- 2.44 **“Planning and Design Review Requirements”** shall mean all the planning and design requirements stipulated in this Development Code, any lease to a Parcel, the Physical Planning Standards and any rules, regulations or other standards and guidelines issued by the Master Developer, or by the DCC on its behalf (in that order or priority);
- 2.45 **“Premises”** shall mean developed buildings;

- 2.46 **“Project”** shall refer to all the developments comprising all the infrastructure, amenities, buildings, and all Improvements constructed on the Land in accordance with the Appolonia City Master Plan, Site Development Plans and Building Plans and subject to this Development Code;
- 2.47 **“Restrictions”** means all notices, orders, resolutions, demands, requirements, regulations, agreements, directions or other matters affecting the Project as may be promulgated or made by any Competent Authority whether or not having the force of law;
- 2.48 **“Roadways”** shall mean part of Appolonia City that involves the road network (comprising *inter alia*, roads, bridges, foot paths designed and/or improved for ordinary use by vehicular traffic, pedestrians and cyclists) and drainage system owned by the Master Developer;
- 2.49 **“Service Charge”** shall include rates, land rent and any other statutory charges payable in respect of the Land, the Common Expenses (herein above defined), the Infrastructure Levy, fines and any other penalties, the provision of all other urban management services including the management fee payable to the Management Company in terms of the relevant service level agreement, and utilities in respect of waste management calculated based on such formula as shall be set by the Master Developer or its Affiliate, which formula may be revised by the Master Developer or its Appointees and/or Affiliates from time to time in their sole and absolute discretion;
- 2.50 **“Service Charge Account”** means an account established by the Management Company solely for the collection of Service Charge;
- 2.51 **“Sinking Fund”** means the fund established by the Management Company into which the Infrastructure Levy shall be deposited for purpose of funding emergency, anticipated and future cost of maintaining, repairing, amending, altering, rebuilding, renewing and reinstating infrastructure within the Land. The Sinking Fund shall be a sub-account of the Service Charge Account;
- 2.52 **“Site Development Plan”** shall mean an architectural plan, landscape architecture plan, and an engineering drawing of proposed Improvements to a given Parcel showing, among such other requirements as may be prescribed from time to time by the DCC, building footprints, pedestrian and vehicular access, parking, loading, drainage lines and facilities, sewer lines, water lines, lighting, and landscaping and garden elements, impact on adjacent land uses including public and natural open spaces and the aesthetic relationship of the proposed structures to the site. The Site Development Plan shall be prepared according to the requirements of, and submitted in the format required by the DCC;
- 2.53 **“Stormwater”** means water resulting from natural precipitation or the accumulation thereof and includes groundwater and spring water ordinarily conveyed by the Stormwater System;
- 2.54 **“Stormwater System”** means both the constructed and natural facilities, including roads, streetlights, street signs, culverts, pipes, canals, road crossings, bridges, watercourses and their associated floodplains, whether over or under public or privately owned land, used or required for the management, collection, conveyance, temporary storage, control, monitoring, treatment, use or disposal of Stormwater; and
- 2.55 **“Utilities Services”** shall collectively refer to the supply of and establishment, acquisition and maintenance of works for the supply and provision of portable water, sewerage,

electricity, light, heat or power and telecommunication services and the installation, maintenance, adjustment, repair, alteration, removal or replacement of apparatus which is or is to be connected thereto and the sale of any fittings, lines and appliances relating thereto in accordance with the provisions of this Development Code and subject to any written laws relating thereto and “**Utility Service**” shall be construed accordingly.

ARTICLE 3: PROPERTY RIGHTS AND EASEMENT

3.1 Subject to the limitations hereinafter provided, every Owner shall have a right and easement of enjoyment in and to the Common Areas and Natural Resources that shall be appurtenant and shall pass with the title to every Parcel.

3.2 The Owner's right granted in Article 3.1 shall be subject to and limited by the following:

3.2.1 The right of the Master Developer to dedicate or transfer all or any part of the Common Area to any entity for such purposes as are consistent with this Development Code and in the Conditions of Approval.

3.2.2 Limited in that each Owner shall have rights only in those Common Areas for which such Owner shall pay any portion of the Service Charge related thereto and in those Common Areas over which rights are specifically granted to the Owner as specified in such Owner's lease.

3.2.3 Each Owner's responsibility to pay their proportionate share of Service Charge, Fees and other charges hereunder assessed by the Management Company against that Owner's or Parcel.

3.3 The Master Developer hereby grants, establishes, covenants and agrees that the Land, and each Enclave and Parcel or portion of a Parcel contained therein, and all Owners, Occupants and permittees of the Property, shall be benefited and burdened by:

3.3.1 a non-exclusive, perpetual and reciprocal cross access easement for the non-exclusive right to access any drive aisles required for common access; available on or within any Parcel;

3.3.2 a non-exclusive, perpetual and reciprocal cross parking easement for the non-exclusive right to park on or within any designated parking areas or parking spaces located, constructed and available on or within any Parcel provided that this right does not extend to private parking spaces sold or otherwise allocated to specified Parcel Owners;

3.3.3 a non-exclusive, perpetual and reciprocal rights and easements of drainage across stormwater, drainage and retention structures and areas and to connect with, maintain and make use of utility lines, wires, pipes, conduits and cable television lines which may from time to time be in or along the Common Area.

3.4 The foregoing easements are subject to the right of the Master Developer to,

3.4.1 exclusively manage, control and/or concession the management and control of the Common Elements and all improvements thereon;

3.4.2 grant or to dedicate to any Owner, the Management Company, the Master Developer's appointees or Affiliates, concessionaires and/or any government agencies, and to reserve easements and rights of way in, through, under, over

and across the Common Elements for the installation, maintenance and inspection of roads, lines and appurtenances for public or private water, sewer, drainage, cable television, telephone, electricity, internet cables and other utilities, for the completion of Appolonia City;

- 3.4.3 vary the same in any lease or sub-lease to the Owners provided that this provision shall be effective from the Effective Date;
- 3.4.4 promulgate rules and regulations for the use and enjoyment thereof; and
- 3.4.5 decline to approve any transfers of any Parcels and Building Plans thereof for any period during which any assessment for Service Charge or any Fine or other charge or fee hereunder remains unpaid beyond any applicable notice and cure period, or for any period during which any infraction of its published rules and regulations continues.

3.5 In the event that an easement is to be created within a Parcel in respect of which a lease has been registered in favour of an Owner, the creation of the easement shall be undertaken in consultation with such Owner and strictly in accordance with the procedure for creation of easements within the laws of Ghana.

3.6 Notwithstanding the foregoing or anything else contained herein to the contrary, the Master Developer shall have and hereby retains the right, but not the obligation (unless such obligation has been made by the Master Developer towards any Owner under separate binding contract), to create, install, construct, modify, repair, replace and maintain any part of the infrastructure for Appolonia City that may consist of, but not be limited to, curbs, streets, service drives, sidewalks, and other hardscape, landscaping, street trees, street lights, irrigation systems, brick pads, benches, bridges, street furniture, walking paths, parks, trash receptacles, drainage facilities, signage, utilities, and any apparatuses related thereto, as well as other improvements not necessarily enumerated above.

3.7 The Master Developer may at its sole and absolute discretion assign such right to the Master Developer's appointees or Affiliates. The said improvements may be installed along the roads or within any Enclave, or in the Common Area of Appolonia City if deemed necessary or desirable by the Master Developer, in its sole and absolute discretion, for the overall functionality or aesthetics of Appolonia City. Continued maintenance, repair and replacement of any of the aforementioned infrastructure, improvements or Common Elements, if and once installed, shall be the responsibility of the Management Company. Any costs and expenses associated with this right may be reallocated and assessed to all Owners as part of Service Charge. The Master Developer shall not have the right to modify an existing building located on a Parcel without the consent of the Parcel Owner provided that where such building shall have been erected or constructed without the approval of the DCC obtained in accordance with this Declaration or where such construction shall be commenced and proceeded contrary to the approved Building Plans then the Master Developer and/or the DCC may at their discretion have the right to apply to the Government Entity responsible for matters relating to physical and land use planning to take necessary action.

3.8 A way-leave is hereby granted to the Master Developer and its respective appointees or Affiliates and to any construction or management company to enter in or cross over the Common Areas or to enter or cross over any Parcel (where necessary to access) to create, install, construct, modify, repair, replace and maintain any of the aforementioned forms of infrastructure and/or Common Elements located within any portion of Appolonia City. The Master Developer has the right to exclusively supply all utilities within Appolonia City or appoint and/or authorize a third party to supply utilities within Appolonia City subject to the payment of the relevant Utility Charges. The Master Developer shall have the right to own

and/or lease or enter into concession agreements with respect to any Common Area for purposes of construction of infrastructure and supply of any Utility.

3.9 Except as expressly provided for under written law, the Master Developer reserves the right of admission into Appolonia City save for the Parcels sold to the Owners, and as such may forbid or limit the entrance of those persons whose conduct contravenes this Development Code, written law and shall to the extent permissible under law or equity take the necessary action to enforce this right.

3.10 The right of the Master Developer to lease or enter into concession agreements with affiliated companies or third parties with respect to Roadways it being understood and agreed that notwithstanding the fact that the Roadways are leased or concessioned, the Owners shall be required to pay an Infrastructure Levy with respect to the repair and maintenance of the Roadways.

3.11 **Specific Easements**

3.11.1 **Communication and Security Easement**

The Land is subject to a general communication and security easement in favour of the Master Developer, Master Developer's Appointees or Affiliates, the Management Company, which grants them inter alia all such rights as they may require in order to install and maintain electronic surveillance security and data communication systems in Appolonia City. The aforesaid easement shall also grant the Master Developer, Master Developer's Appointees or Affiliates or the Management Company the right to lay cables generally, to transmit data through such cables and the right to enter upon the Parcel or Premises to lay and maintain the same. The Master Developer confirms that any personal information obtained through the electronic surveillance security and data communication system in Appolonia City shall be handled in accordance with the provisions of the applicable laws and regulations on data protection in Ghana.

3.11.2 **Gas Pipeline Easement**

3.11.2.1 The Land is subject to a liquefied petroleum gas pipeline easement in favour of the Master Developer, Master Developer's Appointees or Affiliates or the Management Company, which grants them inter alia all such rights as they may require in order to install and maintain a liquid or gas system of pipes or pipeline for consumption in Appolonia City. The aforesaid easement shall also grant the Master Developer, Master Developer's Appointees or Affiliates or the Management Company the right to lay pipe generally, to transport gas through such pipes and the right to enter upon the Parcel or Premises to lay and maintain the same provided that the same shall not have a proven material adverse effect on the Parcel or Premises or the use of the Parcel or Premises.

3.11.2.2 Consequently, should the laying of liquefied petroleum gas infrastructure be designed to pass through a Parcel in respect of which a lease has been registered in favour of an Owner, the laying of such infrastructure shall be undertaken in consultation with such Owner and the procedure provided for by the laws of Ghana for creation of easements shall apply.

ARTICLE 4: INTERNAL ENVIRONMENTAL STANDARDS

- 4.1 The Master Developer shall develop and promulgate Internal Environmental Standards setting out the objectives, principles, commitments, roles, and responsibilities in respect of Environmental Sustainability within Appolonia City enforceable by the Master Developer either by itself or the Master Developer's Appointees or through the Management Company or through the DCC.
- 4.2 Every Owner shall at all times comply with the Internal Environmental Standards and any Owner, a tenant of the Owner, person, firm or corporation that shall violate the Internal Environmental Standards within Appolonia City shall be liable for all costs incurred in remedying such violations, including, but not limited to statutory fees, professional and/or consultancy fees on a full indemnity basis, and court costs and be subject to such fines as may be imposed by the Master Developer.
- 4.3 If an Owner, a tenant of the Owner or such other person, firm or corporation within Appolonia City breaches or fails to comply with, perform or observe any of the Internal Environmental Standards in any way or form whatsoever, the Master Developer shall issue the party in default a forty-eight (48) hours' notice (except in cases of emergency) (the "Notice") to remedy the non-compliance.
- 4.4 If upon the issuance of the Notice as prescribed above, the Owner shall not have remedied the breach in the manner stipulated in the Notice, it shall be lawful for the Master Developer (without prejudice to any other rights or remedies of the Master Developer) at any time thereafter:
- 4.4.1 to apply to the relevant statutory authority to take necessary action against the party in default; or
 - 4.4.2 to enter into and upon the relevant Parcel or any part thereof upon prior written notice of forty-eight (48) hours (except in cases of emergency) and remedy the breach at the cost of the Owner;
 - 4.4.3 to levy fines and charges assessed at such rate as shall be determined by the Master Developer from time to time; and
 - 4.4.4 terminate the lease of such Owner and exercise its right of entry into and forfeiture of the relevant Plot.

ARTICLE 5: THE MASTER DEVELOPER

5.1 Powers and Functions

The Master Developer, either by itself or through the Master Developer's Appointee shall have the sole right to exercise the following powers and undertake the following functions:

- 5.1.1 the amendment of this Development Code from time to time provided that upon amendment of the Development Code, the Master Developer shall use its best endeavours to ensure that all Owners are notified of the amendments;
- 5.1.2 overseeing the affairs of Appolonia City and exercising executive authority;
- 5.1.3 developing and adopting policies, plans, strategies and programmes and setting targets for delivery of services by the Management Company;

- 5.1.4 formulating and implementing an integrated development plan and controlling land use, land development and zoning;
- 5.1.5 promoting and undertaking infrastructural development and services within the Property;
- 5.1.6 implementing the recommendations of Owners with regard to the administration and management of the affairs within the development;
- 5.1.7 preparing annual budget estimates the relevant components of the Service Charge and ensuring that the books of accounts of the Management Company are properly kept as required by the law and its constitutive documents;
- 5.1.8 through the Management Company, suspending the provision of services to such Parcels or Premises for any period during which any assessed amounts in respect of such Parcel or premises remains unpaid;
- 5.1.9 through the Management Company, enforcing the provisions of this Development Code and any rules made hereunder including the planning and design review requirements and enjoining and/or seeking damages from any Owner for violation of such provisions or rules;
- 5.1.10 through the Management Company, levying and collecting Service Charge, fines and penalties for violations of this Declaration and enforcing payment of such fines and penalties, all in accordance with this Development Code;
- 5.1.11 through the Management Company, ensuring compliance with the provisions of this Development Code, Internal Environmental Standards, policies and guidelines promulgated with respect to Appolonia City, by all property Owners and occupiers;
- 5.1.12 taking any and all other actions and entering into any and all other agreements as may be necessary or proper for the fulfilment of its obligations hereunder, or for the enforcement of this Development Code;
- 5.1.13 adjusting the amount collected and using any insurance proceeds to repair damaged or replace lost property; and, if proceeds are insufficient to repair damaged or replace lost property, to assess and charge the Owners in proportionate amounts to cover the deficiency;
- 5.1.14 monitoring the impact and effectiveness of any services, policies, programmes or plans through establishing performance management systems;
- 5.1.15 promoting a safe and healthy environment;
- 5.1.16 together with the Management Company and the Master Developer's Appointees, making by-laws or making recommendations for issues to be included in By-laws and making rules and regulations for the operation of the Common Areas, streetscaping, pedestrian, utility and street maintenance easements as specified herein and to amend them from time to time;
- 5.1.17 entering into contracts, to maintain one or more bank accounts with respect to the Service Charge including a sub-account into which the Infrastructure Levy shall be remitted, and generally, to have all of the powers necessary or incidental to its operation and management;

- 5.1.18 retaining the services of legal and accounting firms or such other service providers as would be required for the discharge of its duties and obligations;
- 5.1.19 ensuring the creation of the Sinking Fund for purposes of maintenance and repair of infrastructure; and
- 5.1.20 any other matters incidental to the above.

ARTICLE 6: MANAGEMENT COMPANY

6.1 Structure

The Management Company is established as a limited liability company in accordance with the Laws of Ghana.

6.2 Appointment, Role and Functions

The Master Developer shall have the exclusive right and power to employ the Management Company to enforce these Development Code, manage the Common Areas and Services within Appolonia City and perform the duties and functions delegated to it by the Master Developer and to:

- 6.2.1 exercise on behalf of the Master Developer its powers and responsibilities as set out in this entire Development Code;
- 6.2.2 to monitor and enforce the Internal Environmental Standards together with the Environmental Management Plan;
- 6.2.3 to employ independent contractors or such other employees as it may deem necessary and to describe their duties and to set their compensation;
- 6.2.4 provide urban management services in Appolonia City in line with the vision for Appolonia City and in accordance with the Appolonia City urban management business plan which will include:
 - 6.2.4.1 safety and security, including:
 - 6.2.4.1.1 visible street foot patrols and vehicles;
 - 6.2.4.1.2 CCTV and monitoring of public open space and parks; and
 - 6.2.4.1.3 joint operational centres.
 - 6.2.4.2 emergency services including, ambulance rescue and fire;
 - 6.2.4.3 disaster management services including:
 - 6.2.4.3.1 disaster management policies and procedures for private space and public space; and
 - 6.2.4.3.2 disaster management planning in the public space.
 - 6.2.4.4 refuse and waste removal, including:
 - 6.2.4.4.1 collection and disposal of refuse;

- 6.2.4.4.2 street cleaning including sweeping, removal of rubble and removal of graffiti; and
- 6.2.4.4.3 recycling.
- 6.2.4.5 landscaping, including public and private (upon being contracted to do so) open space management and maintenance including grass and tree cutting and nursery management;
- 6.2.4.6 health, safety and environmental management, including:
 - 6.2.4.6.1 health inspectorate dealing with among other things restaurants and pollution; and
 - 6.2.4.6.2 trading and liquor licensing and regulation.
- 6.2.4.7 development, promulgation and enforcement of a traffic code, including and not limited to access control, traffic control and parking management;
- 6.2.4.8 development, promulgation and enforcement of by-laws relating to the Property;
- 6.2.4.9 outdoor advertising and signage including approval control and revenue collection;
- 6.2.4.10 informal sector management including the management of informal trading, public transport and management of passenger service vehicles;
- 6.2.4.11 Geographical Information Systems (GIS), including:
 - 6.2.4.11.1 mapping;
 - 6.2.4.11.2 boundary demarcation;
 - 6.2.4.11.3 road hierarchy;
 - 6.2.4.11.4 service layouts; and
 - 6.2.4.11.5 management of register of rights.
- 6.2.4.12 wetland and conservation area management;
- 6.2.4.13 positioning, place marketing and tourism promotion;
- 6.2.4.14 financial management, including:
 - 6.2.4.14.1 auditing and monthly management reporting; and
 - 6.2.4.14.2 invoicing, billing and collections.
- 6.2.4.15 asset management;

6.2.4.16 urban monitoring, including:

6.2.4.16.1 management of service level agreements; and

6.2.4.16.2 compliance reporting.

6.2.4.17 stakeholder management, including:

6.2.4.17.1 political interactions with local and national governments;

6.2.4.17.2 property owners' businesses; and

6.2.4.17.3 residents, workers and visitors.

6.2.4.18 communication, including:

6.2.4.18.1 website maintenance;

6.2.4.18.2 newsletters;

6.2.4.18.3 resident development programmes;

6.2.4.18.4 property owners and tenant database; and

6.2.4.18.5 engaging the brand building and marketing process.

6.2.4.19 operations and management of:

6.2.4.19.1 classified roads subject to the required National approvals;

6.2.4.19.2 other roads and storm water;

6.2.4.19.3 road signs, marking and traffic signals;

6.2.4.19.4 kerbs and road maintenance;

6.2.4.19.5 refuse disposal sites and processes;

6.2.4.19.6 pre-paid metering and smart grid services;

6.2.4.19.7 vendor service;

6.2.4.19.8 maintenance of installations;

6.2.4.19.9 financial administration and reporting; and

6.2.4.19.10 compliance reporting.

6.2.5 The urban management services listed in Article 6.2.4 to be provided by the Management Company shall be provided to Owners in a progressive and phased manner and no Owner shall be charged for a service not rendered.

6.2.6 If applicable, operate and manage the infrastructure services and utilities on behalf of Master Developer or the Master Developer's Appointee and where such infrastructure services and utilities have been concessioned to third parties to

manage the concession agreement and relationship with the concessionaire on behalf of the Master Developer.

- 6.2.7 To manage the billing and revenue collection processes on behalf of the Master Developer in respect of the Service Charge including the Infrastructure Levy and in accordance with the business plan and financial model of tariffs, consumption charges, levies and any penalties and fines imposed by the Master Developer from time to time.
- 6.2.8 To enforce these Development Codes and any such Rules and Regulations and the by-laws promulgated therefrom.
- 6.2.9 To suspend any Services due to any Owner occurring from the non-payment of the Service Charge (or any part thereof) by any Owner or in the event of breach of any condition of this Development Code or the specific Parcel lease.

6.3 Service Charge payable by Property Owners

- 6.3.1 Owners will pay Service Charge quarterly in advance payable on the last day of the relevant quarter to the Management Company provided that should Service Charge remain unpaid for a period of Fourteen (14) days from the due date, then the Service Charge due shall attract a penalty compound interest of three per cent (3%) per month on the USD, or for GHS balances, ten percent (10%) per month above the base rate determined from time to time by the Bank of Ghana, or if such rate is not being used, a comparable commercial rate reasonably determined by the Master Developer;
- 6.3.2 The Management Company may discontinue the provision of Services to the Owner until the Owner settles such outstanding Service Charge;
- 6.3.3 The Management Company, may publish the names of the defaulting Owners in such medium as it deems fit;
- 6.3.4 The Master Developer may terminate the lease over the individual Parcel of such defaulting Owner and exercise its right of re-entry into and forfeiture of the relevant Parcel, PROVIDED that such re-entry into and forfeiture will be done in accordance with the laws in Ghana; and
- 6.3.5 The Master Developer and the Management Company may impose or publish such other measures and penalties as it deems fit in such circumstance.

6.4 Allocation and Apportionment of Payments

- 6.4.1 Allocation and apportionment of any payments received from the Owners in respect of Service Charge will be implemented in the following manner in respect of any indebtedness on the part of the Owners:
 - 6.4.1.1 any additional statutory fees that may be levied by any Government Entity;
 - 6.4.1.2 costs for the provision of urban management services including but not limited to:
 - 6.4.1.2.1 waste management;

- 6.4.1.2.2 security services and systems maintenance;
- 6.4.1.2.3 landscaping and horticulture;
- 6.4.1.2.4 city services personnel;
- 6.4.1.2.5 unplanned or emergency repairs;
- 6.4.1.2.6 fire equipment servicing;
- 6.4.1.2.7 administrative charges;
- 6.4.1.2.8 fines and levies; and
- 6.4.1.2.9 Infrastructure Levy.

6.4.2 Service Charge shall be paid into the Service Charge Account.

6.5 Metering

The Management Company and the Utilities Companies may introduce prepaid metering and smart cards to which all payments will be linked.

6.6 Specific Fees

The following fees and charges will be payable to the Management Company in respect of specific services rendered:

- 6.6.1 on street parking which will be managed by the Management Company;
- 6.6.2 facilities hire in respect of community facilities and public open spaces for events; and
- 6.6.3 outdoor advertising revenue.

6.7 Road Safety Management

The Management Company shall for and on behalf of the Master Developer, implement and enforce a Road Use Policy or traffic code as shall be promulgated by the Master Developer and shall have powers to:

- 6.7.1 prescribe speed limits;
- 6.7.2 designate specific transit areas for heavy commercial use vehicle;
- 6.7.3 levy fines for road policy violations;
- 6.7.4 set up and operate a weighbridge and levy a cost per vehicle as shall be agreed and published from time to time; and
- 6.7.5 enforce access controls.

ARTICLE 7: CONSULTATIVE FORUM OF OWNERS

7.1 Structure

- 7.1.1 There shall be a Consultative Forum of Owners in Appolonia City.
- 7.1.2 The Forum shall serve as a platform for Owners to review, discuss, and provide their valuable insights and recommendations on the management and governance of Appolonia City.

7.2 Composition of the Forum

- 7.2.1 The Forum shall comprise representatives of the Owners within Appolonia City.
- 7.2.2 The representatives shall be elected by the Owners through a transparent and democratic process directly or indirectly overseen by the Master Developer.
- 7.2.3 The number of representatives and the duration of their term shall be determined through a separate resolution adopted by the Forum and approved by the Master Developer.

7.3 Objectives

The objectives of the Forum are as follows:

- 7.3.1 To foster active participation and engagement of Owners in the management and governance of Appolonia City.
- 7.3.2 To provide a platform for Owners to share their perspectives, experiences, and suggestions regarding the development, maintenance, and enhancement of Appolonia City.
- 7.3.3 To ensure that the Rules and Regulations formulated for Appolonia City are inclusive, responsive, and reflective of the vision for Appolonia City.

7.4 Authority, Role and Function of Consultative Forum of Owners

- 7.4.1 The Forum shall have and exercise authority specifically granted to it by the Master Developer by:
- 7.4.2 deliberating and making proposals on the provision of services and on any other matter of concern to the Owners provided that the Master Developer shall have veto powers on any such proposal;
- 7.4.3 proposing issues for inclusion in policies, with respect to Appolonia City;
- 7.4.4 planning strategies for engaging on matters of concern to Owners within Appolonia City and receiving representations, including receiving feedback on issues raised by the Owners;
- 7.4.5 ensuring compliance with the provisions of this Development Code, and the Rules and Regulations promulgated with respect to Appolonia City.

- 7.4.6 prepare reports, recommendations, and other outputs arising from the deliberations of the Forum and submit same to the Master Developer for consideration.
- 7.4.7 provide a platform for Owner to share their perspectives, experiences, and suggestions regarding the development, maintenance, and enhancement of Appolonia City;
- 7.4.8 advise on matters related to land use, infrastructure development, community facilities, and other relevant aspects pertaining to Appolonia City;
- 7.4.9 collaborate with the Master Developer to ensure effective communication, coordination, and possible implementation of the decisions taken by the Forum; and
- 7.4.10 organize regular meetings, consultations, and workshops to facilitate meaningful discussions and knowledge sharing among the Owners.

ARTICLE 8: APPOLONIA CITY UTILITY ENTITIES

8.1 The Master Developer has established the following Appolonia City Utility Services Entities:

- 8.1.1 Appolonia City Power Company Limited which has been established to amongst others, supply light, power and electricity to all property Owners within Appolonia City;
- 8.1.2 Appolonia City Water Company Limited which has been established to amongst others, provide water and sewerage services to all property Owners within Appolonia City;
- 8.1.3 Appolonia City Telco Company Limited which has been established to amongst others, provide information, technology and communication services to all property Owners within Appolonia City; and
- 8.1.4 Appolonia Connect Company Limited shall be the administrator of the Appolonia City Utilities Services Entities.

ARTICLE 9: COVENANTS AND RESTRICTIONS FOR USE

9.1 Permitted and Conditional Uses

The only uses permitted or conditionally allowed for all Parcels within Appolonia City shall be those uses specifically allowed for in terms of the Appolonia City Master Plan, the Site Development Plan which may be amended by the Master Developer at its own sole and absolute discretion.

9.2 Use

- 9.2.1 No Parcel shall be used except for the Permitted Use as provided under the Appolonia City Master Plan. An Owner of a Parcel or Premises shall not be entitled to make application to rezone the Parcel or Premises or to change its use from that currently specified in the Appolonia City Master Plan or the Site Development Plan.

- 9.2.2 Every Owner shall be responsible for compliance with all applicable laws, regulations and directives of Competent Authorities pertaining to use and occupation of the Parcel or Premises by the Owner and its employees, contractors, occupiers, invitees, licencees or lawful visitors, including but not limited to laws, regulations and directives pertaining to physical planning, environmental conservation, occupational safety and health, utilities and natural resources.

9.3 Rights of Master Developer to Facilities

Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Master Developer to maintain, during the period of the sale of said Parcel, upon such portion of the Parcel as the Master Developer deems necessary, such facilities, as in the sole opinion of Master Developer may be reasonably required, convenient or incidental to the sale of the Land, including, but without limitation, a business office, storage area, construction yard, signs, and sales office.

9.4 Roof Spaces

The Master Developer shall lease back the unused part of the roof space on commercial/ industrial properties for the purposes of the installation of solar panels/photovoltaic cells for the production of electricity for the benefit of the occupiers of the building and other occupiers of Appolonia City on reasonable terms to be agreed between the Master Developer and the Owner.

9.5 Nuisances

- 9.5.1 No Owner shall permit any use of his Premises or any building structure thereon for any purposes which shall increase the fire hazard to adjoining Parcels or Premises; or for any purpose which constitutes a nuisance or causes the emission of odours or gases objectionable to personnel or injurious to products stored upon adjoining Premises or Premises within the Land; or for any purposes calculated to injure the reputation of said Premises, or neighbouring Parcel or for any purpose or use in violation of any laws. No obnoxious or offensive trade or activity shall be carried on or upon any part of the Land, nor shall anything be done thereon which may be or become an annoyance or a nuisance. Written approval by the Master Developer of a particular use shall be conclusive evidence of compliance with this restriction insofar as this Development Code controls. For avoidance of doubt, nuisances shall include uncleared bushes.
- 9.5.2 No Owner shall do or allow to remain upon the Premises anything which may in the opinion of the Master Developer (which opinion shall be final and conclusive) or any entity acting on behalf of the Master Developer and/or the Management Company, be or become or cause a nuisance, annoyance, disturbance, inconvenience, injury or damage to the owners of the other Premises in the Land, the lessees or visitors or other occupiers of or visitors to Enclaves and Parcels within the Development.
- 9.5.3 No Owner shall block or permit the blockage, interfere with or otherwise impede the passage of any pedestrian or vehicle on any Road or sidewalk or other pedestrian way, or portion thereof.

- 9.5.4 No Owner shall damage or allow the damage of infrastructure which include signage, road, kerbs, culverts, street lights, barriers, gates, auxiliary buildings, landscaping, and equipment.
- 9.5.5 No Owner shall throw or allow the throwing, dropping, placing, or otherwise deposit garbage, paper, paper or plastic products, cans, rubbish, or other debris in Appolonia City.
- 9.5.6 No Owner shall pick over or allow the pick over, interference, disturbance, removal or scattering of any material placed out for Appolonia City refuse collection, or placed in a garbage or other refuse receptacle intended for the collection of garbage, paper, cans, rubbish, or similar items of refuse

9.6 Boreholes

Unless otherwise expressly permitted by the Master Developer, the Owner shall not drill a borehole on any part of the Land.

ARTICLE 10: PLANNING, DESIGN REVIEW AND CONSTRUCTION REQUIREMENTS

10.1 The DCC

- 10.1.1 The Master Developer shall formulate development rights relating to any building, Improvements or other structures to be erected in Appolonia City or any alterations or extensions to be effected to any existing building, Improvements or structures in Appolonia City which shall at all times be erected strictly in accordance with the Development Codes, the design review process as outlined in the development control guidelines for buildings and other forms of developments consistent with the attendant laws, regulations, standards, and policy guidelines to provide a single reference framework for Master Developers and regulatory agencies with regard to development control processes within and applicable to Appolonia City and specifically in accordance with building plans which have been submitted to and approved in writing by the DCC.
- 10.1.2 The Master Developer has appointed the DCC in order to maintain high standards and with a view to ensuring an attractive and harmonious development within Appolonia City and in order to promote and sustain design vision, aesthetic quality of buildings and landscaping and the vision in line with structure and Site Development Plans. The Owners of the Parcels within the Land shall, at their sole cost and expense, be required to adhere to this Development Code together with any notice, rules or regulation, and any development or Improvements by the Owners of the Parcels shall at all times, comply with the provisions of the Development Code.
- 10.1.3 In order to achieve the objective of developing a world-class private city and to protect the investments of all stakeholders within Appolonia City, including but not limited to all Owners of Parcels within the Land, and further acknowledging that the construction and development of Parcels within Appolonia City is a critical component towards achieving the said objectives, the Master Developer has formulated guidelines and controls to be adhered to by all Owners of the Parcels within Appolonia City.
- 10.1.4 The Master Developer has designated the Permitted User in relation to each Enclave and each Parcel, as well as imposed Development Controls through, without limitation, the Development Codes AND all matters expressly or by implication set out there in shall be enforced by the DCC.

10.1.5 No works whatsoever shall commence or be undertaken, including any earth works, alterations, repairs, modifications, renovations or extensions, until such time as the Development Approvals have been obtained.

10.2 Objectives of the DCC

The objectives of the DCC are to:

- 10.2.1 ensure that Parcels are developed in accordance with the vision for Appolonia City Structure Plan;
- 10.2.2 ensure that the development of any Parcel is in line with the character of Appolonia City and constitutes a development of quality;
- 10.2.3 ensure that the development of any Parcel conforms with the requirements of the Site Development Plan in which that site is located;
- 10.2.4 endeavour to minimize any negative impact of proposed developments on adjacent sites;
- 10.2.5 monitor the use of GBA on a site and ensure it is in accordance with the terms of the particular Site Development Plan, overall Development Plan ensuring the maximization of development rights;
- 10.2.6 monitor compliance with design guidelines and controls;
- 10.2.7 monitor compliance with the Internal Environmental Standards and the Environmental Management Plan;
- 10.2.8 coordinate the shared use of vehicle access, parking, loading as well as access to utilities and service facilities between developments;
- 10.2.9 promote synergy in developments and growth of the urban area; and
- 10.2.10 do or take any action to ensure that all developments contribute to the realisation of the vision for the Development and maintain the quality and nature of the overall development.

10.3 Role, Functions and Rights of the DCC

- 10.3.1 Review, assess and accept concept designs, Site Development Plans and detailed Building Plans in compliance with the approved Appolonia City Master Plan, including but not be limited to developments and building by Owners, outdoor advertising and signage applications in terms of Appolonia City's Signage and Way Finding Policy as well as landscaping and the placement of street furniture within the public domain in terms of the urban design guidelines.
- 10.3.2 Review, apply and make recommendations in terms of the plans submitted and the existing Development Controls.
- 10.3.3 Appoint independent expert consultants at the cost of the Owner to assist the DCC in undertaking and implementing its mandate.

10.4 Package of Plans

Development Controls at Appolonia City from a planning and development context is based on the “package of plans” approach and contains the following key elements:

- 10.4.1 Appolonia City Master Plan;
- 10.4.2 Appolonia City Infrastructure Plan;
- 10.4.3 building architectural drawings;
- 10.4.4 building structural drawings and calculations;
- 10.4.5 building mechanical drawings;
- 10.4.6 building electrical drawings;
- 10.4.7 building plumbing drawings;
- 10.4.8 building fire systems design drawings;
- 10.4.9 geotechnical soil investigation report; and
- 10.4.10 any other building plans.

10.5 Appolonia City Master Plan

- 10.5.1 The Appolonia City Structure Plan is the overarching design document which lays out the framework for development and re-development of Appolonia City, the vision for the development and which defines its nature and extent of Development Controls.
- 10.5.2 The Appolonia City Structure Plan contains the following:
 - 10.5.2.1 Appolonia City vision;
 - 10.5.2.2 development concept and guidelines;
 - 10.5.2.3 planning and design approach; and
 - 10.5.2.4 overarching design codes.

10.6 Architectural Drawings

- 10.6.1 Every development within Appolonia City must prepare architectural drawings which must be submitted for approval in writing to the DCC;
- 10.6.2 The architectural drawing is a technical drawing used to develop the building design idea into a coherent proposal, to communicate ideas and concepts, and to aid construction based on design intent, as a record of the design and planned development, or to make a record of a building that already exists. The architectural drawings are made according to a set of conventions, which include but not limited to the following:

10.6.2.1 the site layout;

10.6.2.2 landscaping and signage layout;

10.6.2.3 building floor plan, section, and elevations;

10.6.2.4 sheet sizes, units of measurement, and scales; and

10.6.2.5 annotation and cross referencing.

10.7 Structural Drawings

10.7.1 Every development within Appolonia City must prepare structural drawings. Structural drawings are a set of plans and details prepared by a registered professional structural engineer based on the architectural drawings. The structural drawings primarily relate to the design and detailing of load carrying members of a structure such as:

10.7.1.1 foundation;

10.7.1.2 beams, columns, slabs, and floors;

10.7.1.3 reinforcement bars, and/or structural steel members; and

10.7.1.4 roof.

10.8 Mechanical Drawings

Every development within Appolonia City must prepare mechanical drawings. The mechanical drawings display the information in relation to various mechanical systems of a structure such as the heating, ventilation, and air conditioning.

10.9 Electrical Drawings

Every development within Appolonia City is required to have electrical drawings which is the technical drawing which shows information about power, lighting, and communication. Any electrical drawing consists of lines, symbols, dimensions, and notations to accurately convey an engineering design for installation of an electrical system.

10.10 Plumbing Drawings

Every development within Appolonia City is required to have plumbing drawings which is a set of drawings that shows the layout of systems of pipes and piping arrangements that serve the process of carrying fresh water into a structure and disposal of wastewater from the structure safely. A plumbing drawing is used to show the location of fixtures, sanitaryware, pipework, valves, and illustrates how fresh water is to be supplied into a structure and wastewater removed.

10.11 Fire Systems Design Drawings

- 10.11.1 Every development within Appolonia City is required to have a fire system design drawing which outlines the requisite design criteria and documentation for the procurement/manufacture/construction/installation and commissioning of the fire system and this typically outlines the design details relating to:
- 10.11.2 automatic fire sprinkler system;
- 10.11.3 fire hydrant systems, fire hose reel systems, and fire detection and alarm systems.

10.12 Geotechnical Soil Investigation Report;

Every development within Appolonia City is required to have a geotechnical soil investigation and must have a geotechnical soil investigation report prepared. A geotechnical soil investigation report is prepared by geotechnical engineers after carrying out in-situ and laboratory tests to determine the stratigraphy and relevant physical properties of the soil underlying the plot. This is done to ensure that this substructure, which is eventually going to hold up structures, is safe and enduring. Tests generally fall into 4 categories, namely test pits, trenching, boring and in situ testing.

10.13 Other Building Plans

- 10.13.1 Every development within Appolonia City will be required to submit building plans subject to the Development Control Guidelines.
- 10.13.2 The building plan submission checklist shall include the following:
 - 10.13.2.1 detailed design plans and elevations, landscape and signage plans;
 - 10.13.2.2 a schedule of materials, colours and other relevant finishes;
 - 10.13.2.3 a matrix on environmental compliance in accordance with the Internal Environmental Standards;
 - 10.13.2.4 an Environmental Impact Assessment Report;
 - 10.13.2.5 proof of compliance with health and safety standards; and
 - 10.13.2.6 alternative energy resources, solar geysers and rain water harvesting systems in line with the Appolonia City requirements.

10.14 Site Development Plan

- 10.14.1 Every development within Appolonia City must prepare a Site Development Plan which must be submitted in writing for approval by the DCC prior to submission to and approval by the relevant Government Entity;
- 10.14.2 The Site Development Plan shall be subject to guidelines within the Appolonia City Master Plan;
- 10.14.3 The Site Development Plan shall address the following at a site specific level:
 - 10.14.3.1 design concept plans, sections and level;

- 10.14.3.2 indicative building evaluations including signage zone;
- 10.14.3.3 treatment of elevations, materials, colours and textures in indicative form;
- 10.14.3.4 overall bulk, height and site controls;
- 10.14.3.5 pedestrian and vehicular access and circulation;
- 10.14.3.6 access to buildings, number of parking bays and adherence to lines of no access;
- 10.14.3.7 internal service reticulation and connection points into the external services are to be shown, including any servitudes that may be required such as storm water, sewer, electrical and water;
- 10.14.3.8 details on site storm water attenuation measures;
- 10.14.3.9 landscape design and public/private adjacent neighbourhood and street interface;
- 10.14.3.10 a tree audit provided that no trees shall be removed from the site without a request for removal being submitted to the DCC for its approval. Where trees are removed, replacement trees approved by the DCC shall be planted on that site; and
- 10.14.3.11 location of contractors' camp on site and size as well as details on the planned approach to hoarding of the site.

10.15 Internal Development Approval Application

- 10.15.1 Every Owner within Appolonia City shall not obtain the external Development Approvals from relevant Government Entities without first having obtained the Internal Development Approvals.
- 10.15.2 An application for Internal Development Approval ("Internal Development Approval Application") shall be submitted by the Owner or the Owner's Nominee (the "Applicant"), by the date provided within the Owner's lease or such other time as the DCC shall determine from time to time.
- 10.15.3 An Internal Development Approval Application shall be made to the DCC in the prescribed form as shall be determined by the DCC and signed and dated by the Applicant.
- 10.15.4 The Applicant shall be required to submit any other information or documents which may be required by the Appolonia City Utility Services Entities.
- 10.15.5 The Master Developer and the DCC reserve the right to appoint independent expert consultants at the cost of the Applicant if in the Master Developer's and/or the DCC view the development is of such a nature as to require a specialised review of the Internal Development Approval Application.
- 10.15.6 The DCC shall have the right to charge a fee in connection with the submission of the Internal Development Approval Application, which fee shall be reviewed by Appolonia City and the DCC from time to time.

10.16 Decisions on Internal Development Approval Application

- 10.16.1 When deliberating on any Internal Development Approval Application, the DCC shall, where applicable, consider the following, amongst others:
 - 10.16.1.1 the development principles as set out under the Development Codes;
 - 10.16.1.2 compliance with the Environmental Management Plan;
 - 10.16.1.3 compliance with Environmental Standards;
 - 10.16.1.4 compliance with the Planning Laws and any other laws relating to planning, land use management and environmental matters; and
 - 10.16.1.5 any other factor which in the opinion of the DCC is relevant, including timeframes on undertaking the development of the Parcel.

10.17 Powers of the DCC in Decision Making

- 10.17.1 The DCC while making decisions must:
 - 10.17.1.1 consider and determine all Internal Development Approval Applications referred or submitted to it;
 - 10.17.1.2 provide written reasons for any decisions taken; and
 - 10.17.1.3 keep a register of all decision notices.
- 10.17.2 The DCC while making decisions may:
 - 10.17.2.1 impose any reasonable conditions including conditions related to the provision of engineering services;
 - 10.17.2.2 conduct an investigation into any matter relevant to an Internal Development Approval Application under its consideration;
 - 10.17.2.3 engage an independent expert consultant at the Applicant's cost where the DCC deems it necessary;
 - 10.17.2.4 request further information from the Applicant; and/or
 - 10.17.2.5 conduct a site inspection of the Property during working hours to confirm *inter alia* compliance with Internal Environmental Standards as well as health and safety requirements.
- 10.17.3 The DCC shall at the respective Owner's costs and expense be entitled to oversee and enforce the Owners covenants on development of such Owners property and the Implementation of the Development Controls set out in the Owners lease.

10.18 Decision Notice

- 10.18.1 The DCC shall communicate its decision concerning the Development Approval Application in writing (the "Decision Notice") within reasonable time and shall thereby:
 - 10.18.1.1 approve an Internal Development Approval Application in whole or in part;
 - 10.18.1.2 approve an Internal Development Approval Application subject to conditions;
 - 10.18.1.3 refuse an Internal Development Approval Application; or
 - 10.18.1.4 postpone its decision on an Internal Development Approval Application in order for a site inspection of the Parcel or other investigations to be conducted; to seek and obtain technical advice or further information requested from the Applicant, provided the decision may not be postponed, in one instance or cumulatively, for a period exceeding sixty (60) days.

10.19 Powers of the DCC

- 10.19.1 For the purpose of ensuring the development of the Parcel meets the standards and complies with the development vision as expressed in the Appolonia City Master Plan, as an area of high standards, and to ensure reasonable compatibility of architectural designs, the Master Developer and the DCC shall have the power to generally enforce the Planning and Design Review Requirements and to:
 - 10.19.1.1 control all Improvements as set forth in this Article;
 - 10.19.1.2 inspect on-going works at such times and intervals as shall be determined by the Master Developer upon issuance of a notice of forty-eight (48) hours to the affected Owner for scheduled inspections and without any notice to the Owner for ad hoc or unplanned inspection during instances deemed necessary by the DCC to ensure compliance;
 - 10.19.1.3 issue stop orders and/or order the removal of any Improvement or structure where the construction is commenced without the requisite approvals;
 - 10.19.1.4 apply to the local authority responsible for matters relating to physical and land use planning over Appolonia City to take necessary action against the Owner in default; and
 - 10.19.1.5 make such exceptions to these covenants, and to waive particular violations, as either shall deem necessary, appropriate, or proper.
- 10.19.2 From time to time, and in its sole discretion, the DCC may amend its development, design and Physical Planning Standards.

- 10.19.3 Approval of Site Development Plans, Building Plans shall be based on, but not limited to compliance with the Appolonia City Master Plan and the relevant Site Development Plan (including Physical Planning Standards), adequacy of the dimensions of Improvements, engineering; foundations; storm drainage considerations, conformity and harmony of exterior design of neighbouring structures, improvements, operations and uses; relating topography, grade and finished ground elevation of the Parcel being improved to that of the neighbouring Parcels and street frontages; and location and orientation of the improvements with respect to adjacent streets, setbacks and the overall design intent of Appolonia City.
- 10.19.4 Landscape treatment not covered by the Appolonia City Master Plan shall be provided in accordance with applicable laws and such rules and standards established by the Master Developer to give unity and direction throughout the diverse areas of the Land.
- 10.19.5 The decision of the DCC in approving or not approving such any approval application shall be final and binding on the Applicant.

10.20 Control of Improvements

- 10.20.1 No Improvement, or change to any existing Improvement of any type shall be made on any portion of any Parcel within Appolonia City until the Site Development Plan and Building Plan have been approved in writing by the DCC in accordance with the Planning and Design Review Requirements including but not limited to the Appolonia City Master Plan, Approved Site Development Plan (if already approved) including Physical Planning Standards, its Rules and Regulations and By-Laws, Internal Environmental Standards, Environmental Management Plan and any policy adopted by the Master Developer from time to time.
- 10.20.2 The DCC shall determine the information required and the review procedure, including the DCC approval periods and appeals procedures and the approval fees.
- 10.20.3 No construction on any of the Parcels shall begin or continue until and unless the Owner and the Owner's contractor/s have signed a contractor's code of conduct adopted by the DCC from time to time.
- 10.20.4 If any Improvement or change requiring approval shall be undertaken on any Parcel, and the said approval has not been obtained from the DCC, or if any Improvement or change which is not in conformance with approved plans and specifications shall be undertaken on any Parcel, the said Improvement or change shall be deemed to have been undertaken in violation of these covenants; and, upon written notice of the DCC, any such Improvement or change deemed to be in violation shall be removed or altered so as to extinguish such violation. If, thirty (30) days after the notice of such violation, the Owner of such Parcel in question shall not have taken reasonable steps toward the removal or alteration of the same, the Master Developer or its duly authorised representative, shall have the right, to enter the said Parcel and to take such steps as may be necessary and as available in law or equity to extinguish such violation and fine the Owner, and all costs, the fine, expenses, and legal fees pertaining thereto shall be a binding obligation of the Owner as well as a lien on the Parcel in question. Any lien so registered shall be

subordinate to the lien of any existing deed of trust made in good faith and for value.

- 10.20.5 Any agent of the Master Developer or the DCC may, at reasonable times and upon issuance of a notice of at least twenty four (24) hours (except in cases of emergency), enter upon and inspect any Parcel and Improvements thereon for the purposes of ascertaining whether the maintenance of such Parcel, and the maintenance, construction or alteration of Improvements thereon, are in compliance with the provisions of these restrictions and the Internal Environmental Standards, and no such persons shall be deemed to have committed a trespass or other wrongful act by such entry or inspection.
- 10.20.6 For the avoidance of doubt a development, Improvement or alteration done without approval of the DCC shall be in violation of the Development Code and thus liable to be removed under this Article notwithstanding that the plans or designs for the same may have been approved by a local authority or other government planning authority.
- 10.20.7 The Owner shall procure its contractor(s) to issue an undertaking in writing to the DCC before the commencement of construction or related works on the Parcel or Premises, in which the contractor(s) shall undertake to undertake the construction or related works in accordance with the development approvals issued by the DCC and no construction or related works shall commence prior to the issuance of the undertaking.
- 10.20.8 Each Owner shall ensure that construction of the Premises shall be undertaken in accordance with the Development Program and shall be completed on or before eighteen (18) months following the execution of the Lease in relation to the Premises, such completion to be evidenced by the issuance of a Certificate of Compliance (defined below) by the DCC. Notwithstanding anything else provided herein, the period of construction as agreed between the parties and recorded in the lease shall take precedence over the period provided herein.
- 10.20.9 In the event that an Owner fails to complete construction of the Owner's Improvements on or before the date contemplated in Article 10.20.8 above, then in such circumstances the Owner shall pay to the Master Developer a fine and such fine shall be deemed to form part of the Service Charge. The fine shall be at the rate of one percent (1%) per month of the Owner's Lease Premium and compounded annually for the duration that the Owner does not complete construction of the Owner's Improvements.
- 10.20.10 The Owner shall pay levies with respect to provision of utilities from the date of commencement of the supply of such utilities to the Premises.

10.21 Approvals

- 10.21.1 The DCC shall have the right to disapprove any final construction drawings and specifications because they fail to comply with any criteria or requirement of this Development Code, the Planning and Design Review Requirements, the Appolonia City Master Plan, the Site Development Plan, the Physical Planning Standards, environmental protection standards, health and safety standards or the Conditions of Approval of the DCC as amended from time to time.
- 10.21.2 In any case where the DCC shall disapprove any construction drawings or specifications submitted hereunder or shall approve the same only as modified

or upon specified conditions, notice of such disapproval or qualified approval shall be accompanied by a statement of the reasons therefore. In any such case, the DCC, if requested, shall make reasonable efforts to assist and advise the applicant in the preparation of acceptable construction drawings, specifications and any other submissions required to achieve a satisfactory approval.

10.22 Liability for Violation

Any person, firm or corporation that shall violate Articles 9 and 10 shall be liable for all costs incurred in remedying such violations, including, but not limited to lawyer's fees on a full indemnity basis, and court costs and be subject to such fines as may be imposed by the DCC.

10.23 Appeal

10.23.1 In the event that the Owner is aggrieved by the decision of the DCC, and has either discovered new and important matter or evidence which after exercise of due diligence was not within the knowledge of the Owner at the time of submitting the approval application or the decision was made on account of clerical or arithmetical mistake or error apparent on the face of record or for any other sufficient reason, may, apply in writing for a review of the decision of the DCC without unreasonable delay.

10.23.2 Where it appears to the DCC that there is not sufficient ground for a review, it shall dismiss the request.

10.23.3 Where the DCC is of the opinion that the request for review is merited, it shall grant the same: provided that no request for review shall be granted on the ground of discovery of new matter or evidence which the Owner alleges was not within its knowledge or could not be adduced by it when the DCC made its decision without strict proof of such allegation.

10.24 Design Review Fee

The DCC will charge and collect a DCC fee for the examination of any plans and specifications submitted for approval pursuant to this Article and can charge for ongoing oversight of construction works, payable at the time such plans and specifications are so submitted. The amount of such fee shall contain the management costs, the cost of making such examination or building plan reviews, (including the cost of any professional fees incurred in connection therewith), the cost of DCC construction quality checks and inspections/oversight of the construction works from the site handover date to the issuance of occupation certificates and any other costs deemed necessary by the DCC to facilitate the execution of its mandate. All DCC costs shall be determined by the DCC.

10.25 Certificate of Compliance

10.25.1 Upon completion or alteration of any Improvement on any Parcel undertaken and completed in accordance with plans and specifications approved by the DCC, and on written request of the Owner of such Parcel, a Certificate of Compliance shall be issued in a form suitable for registration ("Certificate of Compliance"). Preparation and registration of such Certificate of Compliance shall be at the expense of such Owner. Any Certificate of Compliance issued in accordance with the provisions of the paragraph shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer

in good faith and for value, or as to any title insurer, such Certificate of Compliance shall be conclusive evidence that all improvements and/or alterations described therein comply with all requirements of this Development Code.

- 10.25.2 No Premises shall be used or occupied without the Owner first having obtained a Certificate of Compliance from the DCC.

10.26 Vacancies

The Master Developer shall have the exclusive right and power at any time and from time to time to create and fill vacancies on the DCC.

10.27 Function

No Improvements shall be constructed, erected, placed, altered, maintained or permitted on any portion of the Land until plans and specifications, in such a form and detail and under such submitted procedures as the DCC may deem necessary, or desirable, as amended from time to time, shall have been submitted to and approved in writing by such DCC. The DCC shall have the power to employ professional consultants, if it deems necessary, to assist it in discharging its duties.

10.28 No Construction or Use Prior to Approval

- 10.28.1 No earthworks or building improvement of any kind shall be commenced, installed, erected, placed, assembled, altered, moved onto, or permitted to remain on any Parcel, nor shall any uses be commenced on any Parcel, unless and until the final construction drawings and specifications for the same (including a description of the proposed use) have been submitted to, reviewed and approved by the DCC.
- 10.28.2 No Owner shall apply to any public authority for any construction or building permits for any project, Buildings or Improvements before written approval of the final construction drawings and specifications for said project, Buildings or Improvements have been given by the DCC, unless the DCC has waived this requirement (within its powers to do so) with written notification to such Owner.
- 10.28.3 No Owner shall apply to any Government Entity for any certificate of occupation for any project before a Certificate of Compliance has been issued by the DCC.

10.29 Governmental Approval

Approval by the DCC shall be separate from all review and approval procedures by the Competent Authorities. Any material changes made to the final construction drawings and specifications resulting from the requirements of such authority or entity must be resubmitted and reapproved by the DCC.

10.30 Inapplicable to Master Developer

This Article 10 shall not apply to the Master Developer and it need not seek or obtain the DCC approval for any Improvement constructed or placed, or landscaping done by the Master Developer. Notwithstanding the foregoing, the Master Developer shall in no way be relieved from any obligations they may have as Parcel Owners with regard to planning, design and construction under the Appolonia City Master Plan.

10.31 Vehicle Parking

Parking spaces shall not be used for permanent or temporary storage of junk vehicles, private vehicles offered for sale, house trailers or public service vehicles. Each Parcel must provide adequate off-street parking, including basement parking where required by the Appolonia City Master Plan. All parking requirements are subject to the requirements of the applicable Laws of Ghana and the by-laws of the relevant Competent Authority.

10.32 Loading and Trash Handling Areas

- 10.32.1 All Owners shall submit a solid waste management strategy together with submission of Building Plans to the DCC, without which the DCC shall not approve any Improvement plan submission.
- 10.32.2 The solid waste management strategy shall conform to the requirements of the Environmental Impact Assessment (EIA) for Appolonia City and the Improvement specific EIA, and shall address solid waste management during construction and following use or occupation of the Improvements.
- 10.32.3 The Master Developer shall have the right to dispose of waste in accordance with the Master Developer's standards including but not limited to disposal requirements as provided under applicable laws, approved landfills or through waste-to-energy process, including incineration.

10.33 Effluent Discharge

- 10.33.1 Prior to discharge of any effluent into the Storm Water Systems the Owner shall obtain the necessary licence from a Competent Authority for discharge of such effluent and submit it to the DCC.
- 10.33.2 Prior to being granted the licence to discharge effluent to the Storm Water System the Owner shall develop and install an appropriate plant for treatment of such effluent in accordance with Building Plans submitted to the DCC.
- 10.33.3 All Owners, save for residential Owners, shall obtain an effluent discharge license annually from the relevant Competent Authority and shall within the first quarter of every year submit to the DCC evidence that the effluent discharge license has been obtained.
- 10.33.4 Owners shall discharge any effluent only into the Storm Water Systems and shall obtain the necessary licence from a Competent Authority for discharge of such effluent and submit it to the DCC in accordance with the conditions set down by the DCC and in their respective Leases.
- 10.33.5 The DCC will be responsible for ensuring compliance with this Article 10.33 including issuance of stop orders and/or imposing penalties for non-compliance as appropriate at such rates as may be determined by the Master Developer and or the DCC from time to time.
- 10.33.6 The DCC or any other entity authorised by the Master Developer will undertake quarterly spot checks on Effluent Discharge at the Owner's cost to ascertain compliance.

10.34 Environmental, Occupational, Health and Safety

Every Owner shall at all times undertake to;

- 10.34.1 Comply and procure compliance by third parties appointed by the Owner and without limitation, its servants, agents, independent contractors with the Environmental, Health, and Safety requirements as set out in the applicable law, the Environmental Management Plan and all other written law;
- 10.34.2 At all times ensure that any actual or alleged violation of Environmental, Occupational Health, and Safety requirements set down by the Master Developer in accordance with the law, emanating from, including but not limited to, investigatory, remedial or corrective obligations, relating to the Owner shall be rectified at the Owners sole cost and expense;
- 10.34.3 Not to emit pollutants to the environment which would alter physical, thermal, chemical, biological, or radio-active properties of any part of the environment within the Land by discharging, emitting, or depositing wastes so as to affect any beneficial use adversely, to cause a condition which is hazardous or potentially hazardous to public health, safety or welfare, or to animals, birds, wildlife, fish or aquatic life, or to plants;
- 10.34.4 Not treat, store, dispose of, arrange for or permit the disposal of, transportation, handling, or release any substance, including without limitation, any Hazardous Material, or own or operate any property or facility (and no such property or facility is contaminated by any such substance) in a manner that would be in breach of the Internal Environmental Standards and that would reasonably be expected to give rise to material liabilities, including any material liability for investigation costs, response costs, remedial costs, corrective action costs, personal injury, property damage, Natural Resources damages or legal or consultant fees and costs, pursuant to all written laws; and
- 10.34.5 The DCC will be responsible for ensuring compliance with this Article 11.34 including issuance of stop orders and/or imposing penalties for non-compliance as appropriate.

10.35 Storm Water Management

- 10.35.1 In order to ensure that all developments within Appolonia City are ecologically sustainable and to promote a safe and healthy environment, the DCC shall regulate activities which may have a detrimental effect on Appolonia City and in particular the operation or maintenance of Stormwater Systems. Consequently, an Owner may not within or without the Land:
 - 10.35.1.1 cause, discharge or permit to enter the Stormwater System any solid, liquid, foul-water or gaseous substance; or anything other than Stormwater; or anything which may damage the Stormwater System or interfere with the operation of the Stormwater System or is likely to pollute or contaminate the water in the Stormwater System;
 - 10.35.1.2 obstruct, block or reduce the capacity of the Stormwater System;

- 10.35.1.3 open a pipe, culvert or canal which forms part of the Stormwater System;
- 10.35.1.4 construct or erect any structure over or in such a position or manner as to destroy, damage, endanger, block or interfere with the Stormwater System or operation thereof;
- 10.35.1.5 drain, abstract or divert any water directly from the Stormwater System;
- 10.35.1.6 fill, excavate, shape, landscape, open up or remove the ground above, within, under or immediately next to any part of the Stormwater System;
- 10.35.1.7 change the design, the use of or modify any feature of the Stormwater System which alone or in combination with other existing activities may cause an increase in flood levels or create a potential flood risk;
- 10.35.1.8 undertake any activity which alone or in combination with other existing or future activities, may cause an increase in flood levels or create a potential flood risk or may result in a potential to increase soil erosion or which may cause damage to another Owners' premises or interfere with the existing Stormwater System infrastructure or which will or which in the opinion of the DCC could impair the effective functioning of the Stormwater System;
- 10.35.1.9 bridge over or enclose any gutter or Stormwater drain which forms part of Master Developer's Infrastructure; or
- 10.35.1.10 remove manhole covers, grids and other equipment which form part of the Stormwater System.

10.36 An Owner may not cause or permit any Stormwater within or without the Parcel to enter the sewage disposal system. If an incident contemplated in Article 10.35 and the sub articles thereof within the Land and the incident is a result of the direct action of the Owner then in such circumstances, the Owner must immediately report the incident to the DCC and at its own cost, take all reasonable measures to contain and minimise the effects of the incident, which measures may include, but are not limited to undertaking of cleaning up operations and where necessary, the rehabilitation of the surrounding environment.

10.37 The DCC shall have the power to request an Owner to submit a stormwater management plan which shall be based on a national design method as determined by the DCC, from time to time.

ARTICLE 11: INFRASTRUCTURE LEVY

11.1 The Infrastructure Levy shall be expended in respect of periodically recurring services listed below, whether recurring at regular or irregular intervals provided that in determining such reasonable provision, the Master Developer and/or the Management Company may take professional advice (if it reasonably determines such advice to be necessary) and provided further that:

- 11.1.1 such reasonable provision shall be determined on the assumption that the cost of replacement and/or repair of such items or infrastructure is calculated on

such life expectancy as the Master Developer and/or the Management Company may reasonably determine and that each year the Owners will be required to pay Infrastructure Levy to cater for the anticipated cost of renewal or replacement to the intent that a fund or funds be accumulated sufficient to cover the cost of renewal or replacement by the end of the anticipated life of such item;

- 11.1.2 any expenditure by the Master Developer and/or the Management Company in respect of the services set out below in connection with the renewal or replacement of an item referred to there shall be met out of the Sinking Fund;
- 11.1.3 The Management Company shall upon receipt of Service Charge into the Service Charge Account, transfer the Infrastructure Levy into a sub-account designated for such purpose; and
- 11.1.4 The Master Developer, shall operate an Infrastructure Levy account for purposes of depositing and managing the Infrastructure Levy provided that the Master Developer, may invest any amounts deposited into the such account in interest earning bank deposits and government securities and provided further that any interest and/or other earnings realised from such investments shall be treated as part of the Infrastructure Levy and shall be applied to the cost of maintaining, repairing, amending, altering, rebuilding, renewing and reinstating of the infrastructure within Appolonia City.

11.2The Infrastructure Levy shall cater for the cost of the following:

- 11.2.1 maintaining, repairing, amending, altering, rebuilding, renewing and reinstating:
 - 11.2.1.1. the roads, pavements and sidewalks;
 - 11.2.1.2. Urban furniture and hardscape;
 - 11.2.1.3. street lights and traffic lights;
 - 11.2.1.4. road signage;
 - 11.2.1.5. Stormwater drainage system;
 - 11.2.1.6. and keeping the above infrastructure and services in good and substantial repair, order and condition and renewing and replacing all worn or damaged parts thereof;
- 11.2.2 maintaining the Natural Open Spaces; and
- 11.2.3 keeping all equipment, apparatus, fixtures and fittings related thereto in good repair and condition and to have such equipment, apparatus, fixtures and fittings in the Common Areas regularly serviced and (if necessary) repaired and to replace any of the said equipment, apparatus, fixtures and fittings in the event of them being damaged beyond repair or destroyed.

11.3Calculation and payment of the Infrastructure Levy

- 11.3.1 The Master Developer shall have the right to review the Infrastructure Levy annually.

- 11.3.2 The Master Developer and/or the Management Company shall present the documents listed below for inspection purposes, in respect of the management and maintenance of the infrastructure in respect of which the Infrastructure Levy is payable, at the end of each calendar year:
- 11.3.3 Audited Financial Statements with respect to the Infrastructure Levy; and
- 11.3.4 Annual Budget for the following year with respect to the Infrastructure Levy. Provided that the annual budget shall not in any way prevent the Master Developer and /or the Management Company from spending money for any unanticipated expenditure.

ARTICLE 12: UTILIZATION OF LOCAL LABOUR

- 12.1** The Master Developer is committed to promoting development initiatives within Appolonia City aimed at:
 - 12.1.1 ensuring that genuine and operationally linked construction and labour skills are imparted to local communities surrounding Appolonia City;
 - 12.1.2 guaranteeing long term employment opportunities to the people forming part of the local communities surrounding Appolonia City; and
 - 12.1.3 ensuring equitable sourcing of unskilled and semi-skilled labour force from the community surrounding Appolonia City.
- 12.2** Every Owner shall, in good faith, undertake to:
 - 12.2.1 ensure that the contractors and subcontractors undertaking any development on the Parcels or Premises adhere to the aims and objectives set out in Article 12.1 of this Development Code and the sub-articles thereof;
 - 12.2.2 utilise, whenever reasonably possible, at a market related rate, unskilled and semi-skilled labour force from the community surrounding Appolonia City; and
 - 12.2.3 employ such local individuals as are trained at the training facilities within Appolonia City provided that the costs, remuneration and other terms of employment shall be market related and in accordance with written laws relating thereto.

ARTICLE 13: UTILITY SERVICES

13.1 Provision of Utility Services

- 13.1.1 The Master Developer is entitled to exclusively provide utilities and other services in Appolonia City and to charge fees for such services. The Master Developer has established the Appolonia City Utility Services Entities and having regard to all practical considerations will use its best endeavours to ensure that the Appolonia Utility Services Entities provide services to all property Owners as end users, in a Financially Sustainable and Environmentally Sustainable manner and to further ensure that the Appolonia City project is a viable city.

- 13.1.2 Subject to any written law relating thereto and grant of requisite licences by the relevant Competent Authorities, the Master Developer, either by itself or its appointees or affiliates, shall use its best endeavors to undertake the supply of and establish, acquire and maintain works for the supply of Utilities Services within Appolonia City; and without prejudice to the generality of the foregoing, the Master Developer, whether by itself or through its appointees or Affiliates, may sell (including sale against payment by installments) lines, fittings and appliances relating to the Utilities Services to Owners within Appolonia City as end users, in accordance with the terms and conditions of regulations passed or to be promulgated by the Master Developer or the Appolonia City Utility Services Entities.
- 13.1.3 The Owners within Appolonia City as end users, shall not be supplied with any Utility Services unless such Owner has applied to be supplied with such Utility Services by the Appolonia Utility Services Entity concerned using the prescribed form and such application has been granted. The Utility Services Entities shall not unreasonably withhold or delay the grant of such application.
- 13.1.4 When an Appolonia City Utility Services Entity grants or otherwise approves an application for supply of the Utility Services, this shall constitute a binding contract between the relevant Appolonia City Utility Services Entity and the Owner within the Development, as an end user thereof, and such binding contract shall take effect either on the date (i) referred to or stipulated in the application form or (ii) of the approval.
- 13.1.5 The Owner shall be responsible for taking measures to secure the electricity or water meter and such other fixtures or fittings for provision of any other Utilities Services and shall at all times ensure its visitors, employees or its agents shall not reconnect, attempt to reconnect or cause or permit a reconnection to any Utilities Services where the Appolonia City Utility Services Entity concerned has restricted or disconnected such supply, tamper, break or interfere with the Appolonia City Utility Services Entities' and/or or Utilities Services Administrator equipment or unlawfully use or interfere with Utilities Services provided by the Appolonia City Utility Services Entities or knowingly consume, use or distribute any Utilities Services which has been obtained in an unlawful manner.
- 13.1.6 To the extent that the provision of any Utility Service is subject to the Appolonia City Utility Services Entity concerned obtaining any permit, licence or consent from any Competent Authority, then in such circumstances, the obligation of the Master Developer, to provide the Utility Service concerned shall be suspended and shall not come into force and effect unless and until the Appolonia City Utility Services Entity concerned obtains and maintains such permit, licence or consent.
- 13.1.7 The Master Developer, and/or the Appolonia City Utility Services Entity shall not be liable for any damage or loss caused by lack of supply of any Utility or the diminution of the provision of the Utility.

ARTICLE 14: GENERAL PROVISIONS

14.1 Duration

This Development Code and the covenants, restrictions, changes, and liens set out herein shall run with the Lease and bind the Parcel and Land and shall inure to the benefit of and be enforceable by the Master Developer, the Management Company and its legal

representatives, heirs, successors and assigns for a term equivalent to the leasehold interest in Appolonia City held by the Master Developer and its successors and assigns after which time this Development Code shall automatically be extended for successive periods equivalent to the extension of the lease term of Appolonia City granted by the Kpone-Appolonia Stool.

14.2 Termination and Modification

- 14.2.1 The Master Developer shall have the sole right and power at all times to amend or modify this Development Code from time to time.
- 14.2.2 This Development Code, or any provision hereof, or any covenant, condition, restriction and reservation contained herein, may be terminated, extended, modified or amended, as to the whole of the Land or any portion thereof by the Master Developer solely.

PROVIDED THAT the Master Developer shall use its best endeavours to ensure that Owners are notified of any extension, modification or amendment to this Development Code.

14.3 Conflict

In this Development Code, if there shall be any inconsistency or conflict between the provisions of any other document and the provisions of this Development Code, the provisions of this Development Code shall prevail, unless specific exemptions have been agreed upon and included in the Lease.

To the extent possible, the Master Developer shall not grant any lease with conditions, covenants and restrictions inconsistent with the conditions, covenants and restrictions in this Development Code and in the event that there shall be a conflict between conditions, covenants and restrictions in any lease and this Development Code, the conditions, covenants and restrictions in this Development Code shall prevail, unless specific exemptions have been included in the Lease.

14.4 Waiver or Invalidation

Any waiver or failure to enforce any provision of this Development Code in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or similar situation at any other location in Appolonia City. Invalidation by Court adjudication of any provision of this Development Code shall not affect the validity of any other provision, and all other provisions thereof shall remain in full force and effect.

14.5 Notices

Any notice required or permitted herein shall be in writing and emailed, mailed, postage prepaid, by registered mail and shall be directed as follows:

- 14.5.1 if intended for an Owner, to the address of the Parcel, if improved;
- 14.5.2 if the Parcel is not improved, to the address set forth in the Parcel Lease;
- 14.5.3 if none of the foregoing, to the last known address of the Owner; and
- 14.5.4 if intended for the Master Developer, to the address as set forth herein.

14.6 Constructive Notice and Acceptance

Every person who now or hereinafter owns or acquires any right, title or interest in or to any portion of Appolonia City is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, in the instrument by which such person acquired an interest in such Parcel and such person shall be bound by the terms of this instrument.

14.7 Enforcement

Violation or breach of any covenant, condition or restriction herein contained shall give the Master Developer and/or the Management Company and/or the Master Developer's appointees or Affiliates, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of this Development Code, and to prevent the violation or breach of any of them, and all of the expenses of such litigation shall be borne by the then Owner or Owners of the subject Enclave or Parcel, provided such proceeding results in a finding that such Owner was in violation of this Declaration. Expenses of litigation shall include reasonable lawyer's fees.

14.8 Liability of Master Developer

The Master Developer, the Management Company and the Utility Services Entities are hereby expressly relieved of any liability to any Owner, and to any other party to the extent permitted by law, for any act of omission or commission in connection with performance of their functions as Master Developer except for wilful misconduct or act of bad faith.

14.9 Severability of Covenants, Conditions and Restrictions

Invalidation of any one or more of the covenants, conditions and restrictions or other provisions herein or hereafter set forth by any Judgment or Court Order shall in no way affect any of the other covenants, conditions and restrictions which shall remain in full force and effect.

14.10 Contract for Property Management

14.10.1 In accordance with the provisions of Article 6, the Master Developer will retain the services of the Management Company to undertake the functions specified therein on behalf of the Master Developer.

14.10.2 The parties referred to in **Error! Reference source not found.** will conclude service level agreements setting out the required service levels, response times, the consequences of failure to perform, and such other standard terms and conditions usually association with service level agreements in their respective areas of responsibility.

14.10.3 The service level agreements shall include a right of termination without cause which may be exercised the Master Developer at any time.

14.11 Amendment of Plans

By the acceptance of a Lease conveying title to a Parcel, the Owner thereof shall be deemed to consent to amendments or modifications of the Master Plan for purpose of technical corrections, boundary line adjustments, etc. so long as any amendment or modification does not materially reduce the usability of any Owner's Enclave or Parcel

and takes into account preservation of Common Areas, Common Elements and Natural Open Spaces. The Master Developer may execute any amendment or modification of the Appolonia City Master Plan or Enclave Plan as an Owner's attorney in fact.

14.12 Disputes

14.12.1 The Master Developer shall establish a framework for avoidance, amelioration and resolution of conflict between the Master Developer, the Owners, and Occupiers through promulgation of a Grievance Handling Policy (which may be amended from time to time).

14.12.2 The Parties in dispute shall in good faith resolve the dispute in accordance with the provisions of the Grievance Handling Policy.

14.13 Inspection

The Master Developer and its Affiliates may from time to time at any reasonable hour or hours, enter and inspect any of the affected Enclave or Parcel to ascertain compliance with this Development Code.

14.14 Captions

The captions, section numbers and article numbers appearing in this Development Code are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles nor in any way modify or affect this Development Code.

14.15 Effective Date

This Declaration shall become effective upon notice to the Owner.

**SCHEDULE A
APPOLONIA CITY MASTERPLAN**