



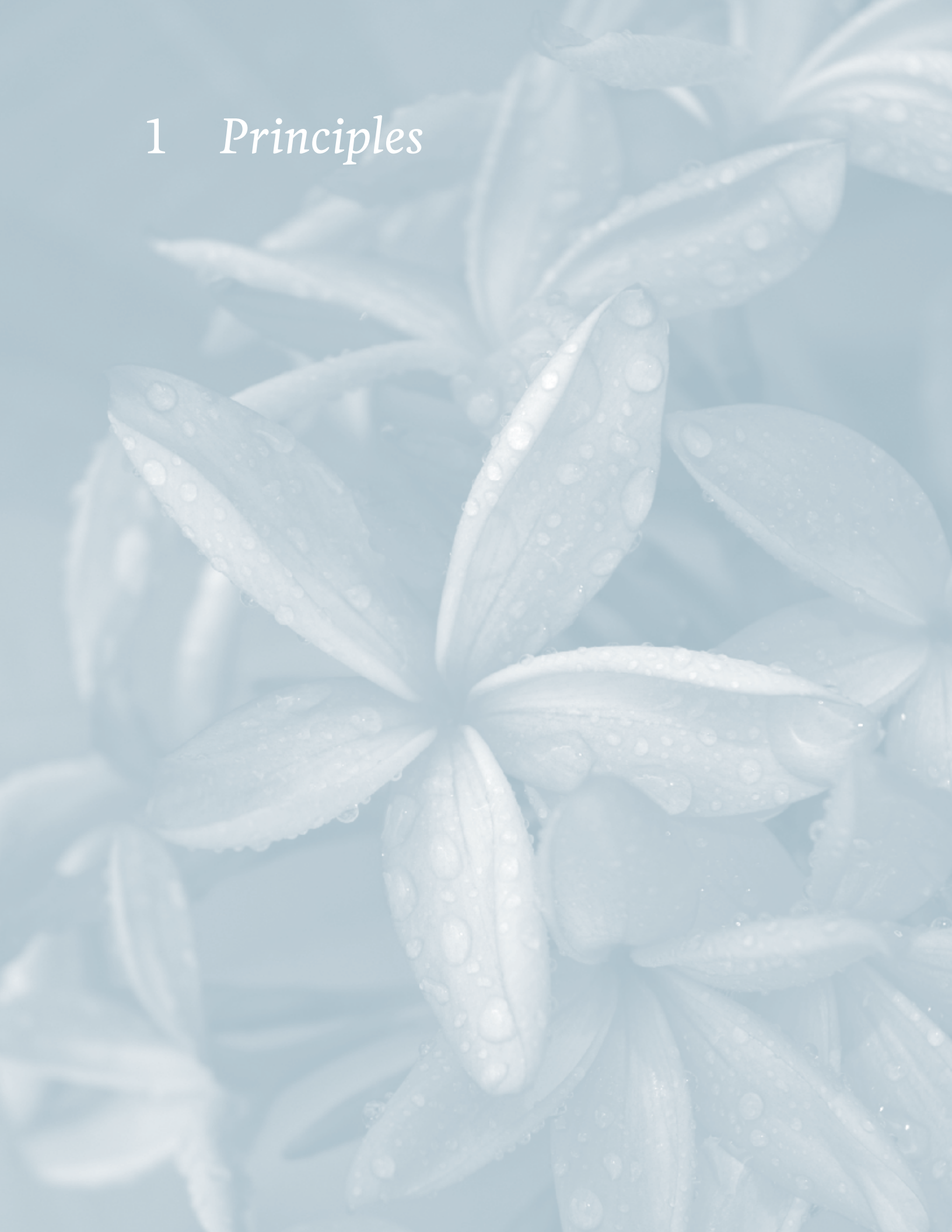
RENDEZVOUS BAY  
ANTIGUA

*Articles of Community Association*



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# 1 *Principles*



# Rendezvous Bay, Antigua is a low-density international residential community with a luxury boutique hotel Papaya Hotel & Spa.

With home sites planned to average over 2.5 acres in size, sensitive design guidelines, and strict rules that dictate at least 70% of each residential property remains in a natural state, the philosophy for the development of Rendezvous Bay is park-like preservation of this private land holding.

A fifty-acre reserve behind Rendezvous Beach will ensure that no development reaches this pristine feature, and an organic farm and nursery, walking and hiking trails, and a family park are designated for this area.

Supporting a conservation program for both beaches and the wilderness area, and extending hiking trails through the reserve area and into the surrounding land, Rendezvous Bay Real Estate Corporation (RBREC) wishes to augment the site's natural features and protect its greatest asset - the environmental beauty of Rendezvous Bay. With its own nursery on site, the Rendezvous Bay community will be very conscious of the vegetative screening of all structures to ensure a predominance of the land's features and natural foliage.

Much more than a collection of homes and a hotel, Rendezvous Bay will be a community of international residents with a deep appreciation of the natural wonders of the site and the responsibility to preserve such. The property owners have specific design and build guidelines, and an association created to be an active participant in the project development and the continued growth of the surrounding local area.

The Rendezvous Bay community has a goal in its development plan - true self-sustainability. With upfront investment into organic farming and on site water supply, and planned future investment into renewable power sources, Rendezvous Bay is one of the best suited sites in the world to make this statement very realistic and an achievable goal for its residents.

The Rendezvous Bay Community will be governed by a set of rules established in this document and through a Community Association Board of Directors which will be representative of the stakeholders in the Community.



## 2 Definitions



“Amenities” shall mean all services and facilities provided at Rendezvous Bay for the enjoyment of persons qualified to receive them under this Master Plan or the Separate Agreements.

“Bungalow” shall mean the one and two bedroom stand-alone structures that provide the accommodation base for Papaya Hotel & Spa.

“Calendar Year” shall mean the period of time starting on January 1<sup>st</sup> and ending on December 31<sup>st</sup>.

“Chairman” shall mean the Chairman of the Rendezvous Bay Community Association.

“Charges” shall have the meaning set forth in Section 6.4.2.

“Common Areas” are all areas of Rendezvous Bay which are described on the Master Plan Map as common areas for the entire Rendezvous Bay development or are designed or designated by the Community Association Board of Directors for public use or access.

“Common Beaches” mean Barter’s Beach and Rendezvous Beach, as identified on the Master Plan Map.

“Community Association Board of Directors” shall mean the Community Association Board of Directors of the Rendezvous Bay Community Association.

“Design Control Rules” shall mean any rules promulgated by the Community Association Board of Directors pursuant to Section 4.2 of Part 5.

“General Rules and Regulations” shall mean Rendezvous Bay-wide rules and regulations adopted by the Community Association Board of Directors pursuant to Section 3, as amended from time to time.

“Hotel Operator” shall mean the corporate entity which acts as operator of Papaya Hotel & Spa at that time.

“Hotel Owners Association” shall mean the association of hotel owners which has representation on the Community Association Board of Directors.

“Master Plan” shall mean this instrument, together with any amendments or supplements thereto.

“Master Plan Map” shall mean the map of Barter’s Estate attached hereto as Exhibit A, as it may be amended from time to time.

“Mortgagee” shall mean any person or entity and its successors, designees or assigns holding a mortgage or other security interest encumbering any property which is subject to this Master Plan. A Mortgagee may include, but is not limited to, a bank, savings and loan association, finance company, insurance company, real estate or mortgage investment trust, pension or profit-sharing plan, mortgage company, governmental agency or any other type of lender.

“Owner” shall mean (a) a Person holding legal title to any parcel, Private Lot or Villa at Rendezvous Bay, or any interest therein, and (b) a Person holding a leasehold interest having an initial term of at least twenty (20) years on any parcel, Private Lot or Villa or any interest therein at Rendezvous Bay, and their respective successors, designees or assigns.

“Papaya Hotel & Spa” shall mean the hotel located in the Resort Area, consisting of 55 hotel bungalows, together with restaurants, lounges, spa and fitness center, other related amenities developed as part of the hotel, back-of-the-house, landscaping, and all installations in the Resort Area necessary for the operation of the hotel.

“Person” shall mean an individual or entity, whether corporate or otherwise.

“Private Lot” shall mean a lot of land, purchased by an individual, for the purposes of building a Villa.

“Residential Area” shall have the meaning set forth in Section 4.2.1.4.

“Rendezvous Bay” shall mean Barter’s Estate, Antigua.

“Rendezvous Bay Real Estate Corporation” shall mean Rendezvous Bay Real Estate Corporation, Ltd., an Antigua corporation, its successors, designees or assigns.

“Rendezvous Bay Rules” shall mean, collectively, the General Rules and Regulations, the Design Control Rules, and the Transfer Control Rules.

“Rendezvous Bay Services Area” shall have the meaning set forth in Section 4.2.1.3.

“Resort Area” shall mean the area at Rendezvous Bay which includes the Papaya Hotel & Spa and related facilities as shown in Exhibit A as “1” and “8”.

“Resort Operator” shall mean the Person that is financially and administratively responsible for the operation of the Resort Area.

“Roadways” shall mean all roads and all paths at Rendezvous Bay, including the roadways within the boundaries of the Common Areas, but excluding roads and paths located upon a Private Lot if such roadways and paths serve only such Private Lot.

“Site Services Manager” shall refer to the construction manager or designate provided by Rendezvous Bay Real Estate Corporation during the development of the Rendezvous Bay Community, and upon the completion of the development shall be the Community Manager as employed by the Community Association Board of Directors or designate.

“Separate Agreements” shall have the meaning given in Section 4.2.3.

“Transfer” shall mean the sale, exchange, leasing for a term of one year or more, or other transfer of any interest in any Private Lot or improvements thereon, or in any Villa, including any interest therein, or any interest as a shareholder or other owner of the Person holding title to any Private Lot or Villa, but does not include any such transfers involving a spouse or immediate family member or transfers to an entity controlled by or under common control with the transferor.

“Transfer Control Rules” shall have the meaning given in Section 4.3.2.

“Villa” shall mean a single-family home on a Private Lot and shall include “Residential Homes”.



# 3 *Structure & Administration*





The business and affairs of Rendezvous Bay will be managed by the Directors, acting through the Community Association Board of Directors and not individually.

### 3.1 General Role of Community Association Board of Directors

The Community Association Board of Directors shall administer the Master Plan and Rendezvous Bay Rules. The Community Association Board of Directors shall (i) seek to preserve the architectural and building standards of Rendezvous Bay, (ii) maintain the exclusive quality of Rendezvous Bay, (iii) review, approve and enforce the Separate Agreements, (iv) approve all new Owners, subject to the provisions of Section 4, (v) adopt, implement and enforce the Design Control Rules pursuant to Section 5, and (vi) adopt, implement and enforce the General Rules and Regulations pursuant to Section 4.

### 3.2 Hotel Operator

The Hotel Area shall be managed by the Hotel Operator, subject to the requirements of this Master Plan and Rendezvous Bay Rules. Papaya Hotel & Spa Limited shall be the Hotel Operator, subject to any delegation of its authority pursuant to a Separate Agreement.

### 3.3 Specific Obligations of Community Association Board of Directors

Except to the extent assigned or delegated to others pursuant to Separate Agreements, the Community Association Board of Directors shall be responsible for the management, maintenance and repair of the Common Areas, Rendezvous Bay Services Area and the Residential Area. Without limitation, the Community Association Board of Directors shall be responsible for the following: (a) managing and maintaining and, to the extent otherwise required, developing the Common Areas, Roadways, Common Beaches, Amenities, and other facilities in the Common Areas, Rendezvous Bay Services Area and Residential Area; (b) paying and collecting taxes and assessments levied against properties owned by it (excluding payment of taxes and assessments applicable to Private Lots or Villas, which shall remain the obligation of the applicable Owner); (c) providing fire prevention and control services, garbage and trash disposal, and such other general services required within Rendezvous Bay as are not then provided by others; (d) insurance, including liability insurance protecting Rendezvous Bay Real Estate Corporation and its agents, and the Community Association Board of Directors and its agents, against liability arising out of functions and activities within Rendezvous Bay; and (e) enforcing the provisions contained in this Master Plan, Rendezvous Bay Rules, and the Separate Agreements.

## COMPOSITION

The Community Association Board of Directors shall be comprised of a representative of the Hotel Operator, a representative of the Hotel Owners Association, two representatives of Rendezvous Bay Real Estate Corporation, and three (3) representatives of the Rendezvous Bay Home Owners Association. These seats shall be held by Rendezvous Bay Real Estate Corporation to be replaced by representatives of the Home Owner's Association under the following terms:

- 3.4.1 Upon the sale of the twenty-fifth (25<sup>th</sup>) freehold property in the residential development a representative will be chosen amongst the Home Owners as per the conditions described section 8 of these Articles (Home Owners Association). Rendezvous Bay Real Estate Corporation will then replace one of its representatives with the elected representative of the Home Owner's Association.

- 3.4.2 Upon the sale of the fiftieth (50<sup>th</sup>) freehold property in the residential development a second representative will be chosen amongst the Home Owners as per the conditions described section VIII of these Articles (Home Owners Association). Rendezvous Bay Real Estate Corporation will then replace one of its representatives with the second elected representative of the Home Owner's Association.
- 3.4.3 Upon the sale of the seventy-fifth (75<sup>th</sup>) freehold property in the residential development a third representative will be chosen amongst the Home Owners as per the conditions described section 8 of these Articles (Home Owners Association). Rendezvous Bay Real Estate Corporation will then replace one of its representatives with the third elected representative of the Home Owner's Association.

This will be the total number of Board Directors and representatives of the Home Owners Association regardless of the number of freehold properties that eventually comprise the Rendezvous Bay Community. Election of the Home Owners Association and Hotel Owners Association representatives, as well as the appointment of the Hotel Operator and Rendezvous Bay Real Estate Corporation's representatives will take place every two (2) years.

### 3.5 Dues and Assessments

The Community Association Board of Directors shall have the power and authority to impose dues and assessments upon the Owners. Dues may be established for any reasonable purpose. Assessments may be made to provide funds for the development of a particular facility, or for capital or other financial requirements of Rendezvous Bay including, without limitation, for cleaning, maintenance, repair, or replacement of roads, landscaping and other facilities. All dues and assessment policies shall be applied consistently and in a non-discriminatory manner among Owners. If an Owner of a Private Lot or Villa comprises more than one person, each shall be jointly and severally liable for any dues or assessments or charges hereunder. Any corporate Owner may be required to provide an individual guarantor of its obligations hereunder.

### 3.6 Delegation

The Community Association Board of Directors may delegate any of its responsibilities under this Master Plan to such subcommittees or to other Persons as may be selected by the Community Association Board of Directors.

### 3.6 General Rules and Regulations

The Community Association Board of Directors may adopt, amend or repeal rules and regulations (the "General Rules and Regulations"), to regulate activities at Rendezvous Bay and to provide for the manner in which the Roadways, Common Beaches, Common Areas and Amenities shall be used. The General Rules and Regulations may, among other things, provide for any of the following: (a) speed and other traffic controls, and restrictions upon the type of vehicles which may use Roadways; (b) the times and manner in which the Roadways and Common Beaches may be used; (c) charges for services (if any), so long as such charges are applied uniformly; (d) the control of noise, litter and trash disposal and personal conduct; (e) conditions to the use of Roadways, Common Beaches, recreational areas and Amenities; and (f) reasonable rules regarding the employment of staff. The General Rules and Regulations shall be applied on a non-discriminatory basis and shall be uniformly enforced. A current copy of the General Rules and Regulations shall be kept on file by the Community Association Board of Directors at Rendezvous Bay, and shall be available for review at all reasonable times. Such General Rules and Regulations shall have the same force and effect as if set forth herein as part of this Master Plan. Each Owner shall be given a copy of such General Rules and Regulations and copies of any changes thereto within a reasonable time after any changes are made.

## 4 *Master Plan & Drawings*





## PREAMBLE

The following is the Master Plan (the “Master Plan”) for Rendezvous Bay, Antigua, West Indies, containing, *inter alia*, provisions that subject portions of Rendezvous Bay to certain easements and restrictive covenants. This Master Plan amends and supersedes all prior master plans for Rendezvous Bay.

## OBJECTIVE

The development of Rendezvous Bay is controlled by Rendezvous Bay Real Estate Corporation, an Antigua & Barbuda corporation. The company wishes to develop and maintain a carefully designed, attractive and harmonious environment for hotel guests and owners of homes and villas using Rendezvous Bay. This Master Plan is intended to provide the unified basis for such development.

## SUBJECTION OF PROPERTY TO THE MASTER PLAN OF RENDEZVOUS BAY

### 4.1.1 Title Registration

All real property within Rendezvous Bay is hereby deemed to be subject to this Master Plan, which is or shall be registered on the title to Rendezvous Bay in the Land Register filed in the public records of Antigua and Barbuda.

### 4.1.2 Easements and Restrictive Covenants

This is an instrument intended to reserve easements over all the lands presently comprising Parcel 2080A-1 of Block 56 of Southeast Registration Section of the Land Register of Antigua.

This instrument is also intended to be an instrument of restrictive covenants registrable under Section 94 of the Registered Land Act, 1975.

### 4.1.3 Binding Effect

It is intended that all easements and restrictive covenants herein shall run with the title to all property within Rendezvous Bay and all subdivisions thereof and interests therein in perpetuity. Such easements and restrictive covenants impose burdens upon and shall be for the benefit of all lands within Rendezvous Bay and any subdivisions thereof and interests therein and shall be registered as an encumbrance against all lands within Rendezvous Bay from the date of filing hereof.

## LAND CLASSIFICATIONS AND RESTRICTIONS

### 4.2.1 Classifications and Restrictions

#### 4.2.1.1 Classification of Areas

Rendezvous Bay is divided into four areas, known as the Resort Area, the Residential Area, Rendezvous Bay Services Area and the Common Areas. The locations of the Residential Area, Rendezvous Bay Services Area and the Common Areas are shown on the Master Plan Map.

#### 4.2.1.2 Resort Area

The Resort Area may be used only for the operation of a hotel and related facilities. There shall be no more than seventy (70) hotel accommodations located in the Resort Area, excluding living quarters and related facilities for the manager and up to ten employees of the Papaya Hotel & Spa.

4.2.1.3 Rendezvous Bay Services Area

The “Rendezvous Bay Services Area” consists of the separate parcels designated as such on the Master Plan Map. The Rendezvous Bay Services Area will be owned by Rendezvous Bay Real Estate Corporation and managed by the Community Association Board of Directors. The Rendezvous Bay Services Area will be reserved for but not limited to the production and delivery of electricity and water, the treatment of sewage, the collection and disposal of garbage, the plant nursery, the maintenance of machinery, the Security building and other services and uses as are approved by the Community Association Board of Directors.

4.2.1.4 Residential Area

The “Residential Area” consists of all the Private Lots shown on the Master Plan Map.

The following restriction applies to the Residential Area: there shall be no commercial activity conducted in the Residential Area, with the exception of (i) development sales and re-sales of Private Lots, homes and Villas; (ii) home office use; and (iii) the rental of homes and Villas pursuant to requirements and standards established from time to time by the Community Association Board of Directors.

4.2.1.5 Common Areas

The “Common Areas” consist of all land designated as such on the Master Plan Map plus all Roadways, but excluding the Papaya Hotel & Spa Common Areas.

The Common Areas shall be owned by Rendezvous Bay Real Estate Corporation and managed by the Community Association Board of Directors. The Common Areas shall be maintained for the enjoyment of all Owners.

4.2.2 Subjection to Master Plan

4.2.2.1 General Covenants

All Owners shall be deemed to have covenanted and agreed that (a) they shall use and permit the use of their property only in accordance with, and shall abide by and use reasonable efforts to cause all tenants, employees and guests to abide by, the covenants, conditions and restrictions contained in this Master Plan and Rendezvous Bay Rules, (b) they shall act promptly to comply with decisions of the Community Association Board of Directors made in accordance with this Master Plan and Rendezvous Bay Rules, (c) they shall comply with and maintain all easements granted under this Master Plan, (d) they shall pay when due all amounts required or provided for in this Master Plan and Rendezvous Bay Rules, and (e) their property and title thereto may be subject to a lien or liens for unpaid fines, dues or assessments as provided in or permitted by this Master Plan and Rendezvous Bay Rules.

4.2.2.2 Subdivision of Property

The Owners shall not further divide or subdivide their property without an amendment of the Master Plan. In each such case, the Person requesting the subdivision shall submit a site plan showing the proposed parcel(s) in accordance with the Design Control Rules for the consideration of the Community Association Board of Directors.

#### 4.2.3 Separate Agreements

Some of the areas described on the Master Plan Map may be managed pursuant to a separate set of operating agreements or documents (the "Separate Agreements"). The Separate Agreements may include, without limitation, purchase agreements, ground leases, management agreements, covenants, conditions, and restrictions, and rules and regulations. Each Separate Agreement to which Rendezvous Bay Real Estate Corporation is not a party, and any changes thereto, shall be subject to the prior written approval of the Community Association Board of Directors, which approval will not be unreasonably withheld, delayed or conditioned. In the event of any conflict or inconsistency between the provisions of any Separate Agreement and the provisions of this Master Plan or the Rendezvous Bay Rules, the provisions of this Master Plan and Rendezvous Bay Rules shall prevail.

### TRANSFER RESTRICTIONS

#### 4.3.1 Administration by Community Association Board of Directors

The Community Association Board of Directors shall consider and act promptly upon all applications properly submitted to it.

#### 4.3.2 Transfer Control Rules

The Community Association Board of Directors is authorized to adopt rules governing Transfers ("Transfer Control Rules"). These rules shall establish standard procedures which determine whether prospective buyers, or sublessees, by virtue of their past history, and/or their character and/or their financial ability, are acceptable as sublessees or Owners in Rendezvous Bay. The Transfer Control Rules and any changes to the rules must be approved by the Community Association Board of Directors before being adopted and applied. The Transfer Control Rules shall include enforcement provisions, including fines, penalties, and assessments for an Owner's failure of compliance, which provisions may be enforced by the Community Association Board of Directors. A current copy of the Transfer Control Rules shall be kept on file at the office of the Rendezvous Bay Community Association at Rendezvous Bay at all times. The Transfer Control Rules shall have the same force and effect as if set forth herein as part of this Master Plan. Notwithstanding the foregoing, no adoption, amendment or repeal of the Transfer Control Rules may be made which could materially and adversely affect the management or operation of any Person pursuant to a Separate Agreement or without the express written consent of the affected Person.

#### 4.3.3 Compliance

No Transfer may be made except with the prior written approval of the Community Association Board of Directors, given in accordance with the requirements of this Master Plan and the Transfer Control Rules. Such approval requirement shall apply to each successive Transfer of an applicable interest in property at Rendezvous Bay. Nothing contained herein is intended to prohibit or restrict an Owner's ability to mortgage or encumber its ownership interest in real property, to restrict a Mortgagee in exercising its rights under a mortgage of real property, or to give the Community Association Board of Directors the right to approve a Mortgagee.

#### 4.3.4 Non-Waiver

Approval by the Community Association Board of Directors of any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for approval.



#### 4.3.5 Estoppel Certificate

Within sixty (60) days of a written demand therefore by an Owner, the Chairman of the Community Association Board of Directors or its designee, shall deliver an estoppel certificate certifying that a specific Transfer, as of the date of the certificate, either (a) complies with this Master Plan and the applicable Transfer Control Rules, or (b) does not comply, for the reasons specified in the certificate. Any purchaser, lessee or Mortgagee may rely on such certificate with respect to the matters set forth therein. No change in the Transfer Control Rules may be applied retroactively.

### ENFORCEMENT

#### 4.4.1 Interpretation of Master Plan, Finality of Decisions

In the event of any disagreement as to the interpretation of this Master Plan, Rendezvous Bay Rules, or as to any issue regarding enforcement of the foregoing, the decision of the Community Association Board of Directors shall be final and binding.

#### 4.4.2 Enforcement of Master Plan

It is intended that this Master Plan, Rendezvous Bay Rules, and decisions of the Community Association Board of Directors shall be enforced in as impartial, uniform and fair a manner as practicable. It is desirable in most cases to avoid having to resort to public authorities for enforcement purposes.

After thirty (30) days written notice to the applicable party and a right to correct any violation within such period, the Community Association Board of Directors or its agent shall have all or any of the following rights in addition to any other rights available under the laws of Antigua: (a) to enter upon the subject property and remove the cause of the violation, or alter, repair or change the item which is in violation, in such manner as to make it conform thereto; (b) to charge the Owner of the affected property for the entire cost of the work performed by or for the Community Association Board of Directors pursuant to this Section; and/or (c) to impose and collect a fine either from any Owner or other Person who has violated (or whose guest, employee or agent has violated), any provision of this Master Plan or Rendezvous Bay Rules, in an amount not to exceed the sum of US \$5,000 for any one violation.

#### 4.4.3 Payments

After notice to the applicable party pursuant to Section 4.4.2 and a decision by the Community Association Board of Directors to take an action authorized by Section 4.4.2, the Board shall send notice of its action to the applicable party. A demand for payment made by the Community Association Board of Directors delivered with or after such notice shall be due and payable thirty (30) days after delivery by the Community Association Board of Directors of such demand. Each demand for payment shall refer to the rule, regulation or provision which has been violated and set forth a statement of the conduct or condition which the Community Association Board of Directors has determined to be in violation of such rule, regulation or restriction. All payments shall be delivered to the Chairman of the Board of Directors or to the Chairman's designee and shall be used by the Community Association Board of Directors for purposes consistent with the Master Plan.

#### 4.4.4 Default in Payment

- 4.4.4.1 Any amount not paid when due pursuant to this Section 4 shall bear interest from the date due until paid at the rate of twelve per cent (12%) per annum, or, if less, the maximum rate of interest allowed under applicable law.
- 4.4.4.2 Fines or charges levied or imposed pursuant to this Master Plan or the Rendezvous Bay Rules, together with interest thereon ("Charges"), shall be a separate, distinct and personal debt and obligation of all Persons against whom the Charges are levied or imposed or from whom the amount is due.
- 4.4.4.3 Charges not paid when due shall become a lien or charge on the property interest of the Owner who is obligated to pay the Charges, whether or not a filing of such lien or charge is made in the public records of Antigua and Barbuda. Such lien or charge shall be subordinate to the lien or charges of any Mortgage which was accepted in good faith and which was recorded prior to the filing of such lien or charge with the Land Registry. The Community Association Board of Directors shall have the right to give notice of such lien or charge to any such Mortgagee. After at least 60 days written notice to the Owner and if all amounts due have not been paid by the owner, the Community Association Board of Directors may commence proceedings to foreclose any such lien or charge at any time within three (3) years following the date of such filing. The sale or Transfer of any property subject hereto pursuant to judicial or non-judicial foreclosure of a prior recorded mortgage of a Mortgagee (or a deed in lieu of foreclosure) shall extinguish the lien of such Charges as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the title holder from any personal obligation to pay such charges or from lien rights for any Charges thereafter becoming due. If the Mortgagee of a first mortgage of record or other purchaser of such property obtains title to the property, its successors and assigns shall not be liable for the charges applicable to such property which were extinguished as a lien prior to such acquisition. During such time that a lien or charge is in place, the Board may elect to preclude the subject Owner from using any Amenities as may be specified by the Board.
- 4.4.4.4 In addition to its other rights under this Section, if the Owner responsible for payment of a Charge does not make such payment within the time required, the Community Association Board of Directors may provide that the Owner who committed the violation (or whose employee, agent or guest committed the violation), and/or the employee, agent or guests who committed the violation, shall be deprived of their right to use such Amenities as may be specified by the Community Association Board of Directors for a period not to exceed one (1) year on account of any one violation. Such suspension shall not affect the obligation of the defaulting Owner to perform all of its responsibilities pursuant to the Master Plan or Rendezvous Bay Rules.

#### 4.4.5 Expenses and Attorney Fees

In the event that Rendezvous Bay Real Estate Corporation or the Community Association Board of Directors employs any attorney to bring or defend any suit or action to enforce any provision contained in this Master Plan, or Rendezvous Bay Rules, to collect any money due to it thereunder or to foreclose a lien, the violator (or the other party in such suit or action, if it is not the prevailing party), shall pay all costs and expenses, including attorneys fees, which the Community Association Board of Directors or Rendezvous Bay Real Estate Corporation shall reasonably incur, including but not limited to a ten per cent (10%) collection fee.

#### 4.4.6 Remedies are Nonexclusive

Election by the Community Association Board of Directors to pursue any remedy provided for the violation of any provision of this Master Plan, or Rendezvous Bay Rules shall not prevent concurrent or subsequent exercise of another remedy permitted hereunder or thereunder or which is permitted by law. Remedies provided in this Master Plan or in Rendezvous Bay Rules are not intended to be exclusive but shall be in addition to all other remedies, including actions for damages or suits for injunction, or for specific performance available under applicable law.

#### 4.4.7 Right of Entry

The Community Association Board of Directors or its authorized agents may, upon reasonable advance written notice, at any reasonable time, and from time to time, at reasonable intervals, enter upon any Private Lot (excluding private homes, private Villas, Hotel guest rooms and private offices) within Rendezvous Bay for the purpose of determining whether or not the use of such area is then in compliance with the Master Plan and Rendezvous Bay Rules. No such entry shall be deemed to constitute a trespass or to otherwise create any right of action on behalf of an Owner or occupant of such land; provided, however, that such right of inspection shall not unreasonably interfere with any business being conducted pursuant to any Separate Agreement.

### USE RIGHTS, RESERVATIONS, AND EASEMENTS

#### 4.5.1 Amenities

The Amenities in the Resort Area shall be owned, operated and maintained pursuant to the terms of a Separate Agreement.

#### 4.5.2 Reserved Mineral Rights

Rendezvous Bay Real Estate Corporation reserves all mineral rights at Rendezvous Bay. Rendezvous Bay Real Estate Corporation shall not take any action to exploit such rights without the consent of any Person whose rights are affected pursuant to a Separate Agreement.

#### 4.5.3 Common Areas, Roadways, and Beaches

4.5.3.1 Each Owner is hereby granted a non-exclusive easement to use the Common Areas, Roadways and Common Beaches, and may permit its guests to use the Common Areas, Roadways and Common Beaches, for such purposes and in such manner as may be permitted by Rendezvous Bay Rules. Access to seafront areas shall be only through existing rights of way, and through any new rights of way approved by the Community Association Board of Directors. The easements and rights herein granted shall be appurtenant to and assignable with the parcel in respect of which it was granted.

4.5.3.2 The boundaries of the Common Areas, Roadways and Common Beaches shall not be altered without amending this Master Plan pursuant to Section 4.

4.5.3.3 The Board is authorized to grant easements and rights of way on property owned by Rendezvous Bay Real Estate Corporation.



## MISCELLANEOUS PROVISIONS

### 4.6 Amendment and Repeal

- 4.6.1 No Amendment that contradicts a Person's express rights under a Separate Agreement shall be effective against such Person without that Person's written approval. Any Amendment that would increase the number of permitted Private Lots, Villas, or hotel rooms, may be vetoed by a majority vote of the Owners.
- 4.6.2 Written notice setting forth any proposed Amendment, or a summary of the changes to be effected thereby, shall be delivered to each Owner and to any other affected Person at least fourteen (14) days prior to the proposed date of voting upon such Amendment.
- 4.6.3 Notwithstanding the foregoing provisions, Rendezvous Bay Real Estate Corporation reserves the right at any time to amend this Master Plan to (i) correct scrivener's errors, (ii) modify provisions that do not comply with applicable laws as necessary to render such provisions in compliance with such laws, (iii) modify or supplement the Master Plan Map to show Common Areas, and facilities within the Common Areas such as Roadways and Common Beaches, after the location of the same have been established in accordance with this Master Plan, and (iv) enable a proposed Mortgagee to make or purchase loans encumbering any property subject to this Master Plan or to enable a title insurance company to issue title coverage with respect to the property subject to this Master Plan.

#### 4.6.4 Joint Owners

In any case in which two or more persons share ownership, regardless of the form of ownership, of any property subject to this Master Plan, the responsibility of such persons to comply with the provisions of this Master Plan and Rendezvous Bay Rules shall be a joint and several responsibility. If a parcel of land or Private Lot or Villa is owned by more than one Person, such Persons shall designate a single Person to act on their behalf and the act or consent of such Person shall constitute the act or consent of the entire ownership interest.

#### 4.6.5 Designated Owner

Each Owner which is other than a natural person shall designate to the Community Association Board of Directors an individual who is an equity holder or an officer, director or manager thereof who shall be treated as the Owner under this Master Plan.

#### 4.6.6 Taxes

Each Owner shall be responsible for the payment of any and all real property or land taxes and assessments ("Taxes") attributable to the property owned by such Owner. In the event any parcel at Rendezvous Bay is not separately assessed or taxed and is assessed or taxed together with other parcels owned by other Owners, then the costs of said Taxes shall be equitably allocated between the various parcels by the Owners of such parcels. In the event the Taxes are assessed based on the size of the parcels, then the Taxes shall be allocated based upon the respective square footage in each parcel. In the event the Taxes are based upon value and the Owners are unable or unwilling to agree on such allocation, the Community Association Board of Directors shall make such allocation between the parcels, which allocation shall be binding on the Owners of such parcels.

#### 4.6.7 Dues and Assessments

Rendezvous Bay Real Estate Corporation is authorized to assess and levy dues, fees and assessments against the Resort Operator, subject to any limitations contained in Separate Agreements.

#### 4.6.8 Construction; Severability; Number; Captions

This Master Plan shall be construed as an entire document to accomplish the purposes stated in the introductory paragraphs. Nevertheless, each provision of this Master Plan shall be deemed independent and severable and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision. As used herein, the singular shall include the plural and the plural the singular, the masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of the Master Plan.

#### 4.6.9 Notices

Any Notice permitted or required by this Master Plan and Rendezvous Bay Rules may be delivered either personally, by email (receipt enabled), by confirmed facsimile, or by mail, or by courier. Delivery in person shall be deemed to have been accomplished as of the date of actual delivery of the notice or the refusal of a party to accept delivery thereof. Delivery by facsimile or email shall be deemed to have been accomplished as of the date on which the notice is sent by facsimile (with confirmation of transmission) or email (receipt enabled). Delivery by courier shall be deemed to have been accomplished the first business day after having been deposited with an overnight courier service and addressed as provided below. Delivery by mail shall be deemed to have been accomplished seven (7) days after the notice has been deposited in the mails of Antigua, or three (3) days after the notice has been deposited in the mails of any other country, postage prepaid, addressed as follows:

(a) If to Rendezvous Bay Community Association Board of Directors:

PO Box W701

St. Johns

Antigua

Email: rbcabod@rendezvousbay.com

or to such other address as the Community Association Board of Directors may designate in the Rules and Regulations.

(b) If to an Owner, at the address given by him at the time of his purchase of a Private Lot or Villa, or at such other physical or e-mail address as may be delivered by him to the Community Association Board of Directors in writing.

#### 4.6.10 No Liability

Neither Rendezvous Bay Real Estate Corporation, the Community Association Board of Directors, nor their constituent directors, shareholders, members, officers or agents shall be liable for any damage, loss or prejudice suffered or claimed on account of any action or failure to act under this Master Plan or Rendezvous Bay Rules, or otherwise, provided such parties have acted in good faith, nor be liable in any event for consequential or punitive damages.

#### 4.6.11 Applicable Law

This Master Plan, and all transactions contemplated hereby shall be governed by the laws of Antigua and Barbuda, without giving effect to conflict of laws principles.



# 5 *Design Control Rules*



## PREFACE

The Rendezvous Bay design ethos is to draw upon the site's natural environment to create a plan in harmony with the land, and to maximize the intrinsic beauty of Rendezvous Bay.

This ethos is exceptionally important since the development of a complete and balanced community in Rendezvous Bay will optimize the ensuing significant cultural, environmental, and economic benefits for Antigua.

The Rendezvous Bay site is accentuated by the 1,000-foot hills that envelope it, juxtaposed with the tropical flat land at the base of the valley and the expansive south-facing beaches. The entire community will have a mix of natural areas such as the two beachfronts, numerous varying hillsides, and tropical forest. The multiple landforms offer diverse individual home sites that should take advantage of spectacular views and island breezes.

The primary purpose of the Rendezvous Bay Design Control Rules is to ensure designs are compatible with the site, the environment and the design objectives of the project. Architectural traditions, aesthetic directions, and recommended sustainability measures are addressed herein for new buildings, improvement, site work, and landscaping.

These rules may be modified, amended and or supplemented from time to time by the Rendezvous Bay Community Association Board of Directors.

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## 1 THE VISION FOR RENDEZVOUS BAY

Rendezvous Bay Antigua is envisioned as a low-density international residential community with a luxury boutique bungalow hotel.

With home sites planned to average over 2.5 acres in size, sensitive design guidelines, and strict rules that dictate at least 70% of each residential property remains in a natural state, the philosophy of the plan for Barter's Estate in Rendezvous Bay is park-like preservation of this private land holding.

A fifty-acre reserve behind Rendezvous Beach will ensure that no development reaches this pristine feature, and an organic farm and nursery, walking and hiking trails, and a family park are intended in this area.

By starting a conservation program for both beaches and extending hiking trails through the reserve area and into the surrounding land, Rendezvous Bay Real Estate Corporation (RBREC) wishes to augment the site's natural features and protect its greatest asset - the environmental beauty of Rendezvous Bay. With its own nursery on site, the Rendezvous Bay community will be very conscious of the vegetative screening of all structures to ensure a pre-dominance of the land's features and natural foliage.

Much more than a collection of homes and a hotel, Rendezvous Bay will be a community of international people with a deep appreciation of the natural wonders of the site and the responsibility to preserve such. The property owners will have specific design and build guidelines ("Rendezvous Bay Design Control Rules"), and have an association created to be an active participant in the project development and the continued growth of the local area.

The Rendezvous Bay community has a goal in its development plan - true self-sustainability. With upfront investment into organic farming and on site water supply, and planned future investment into renewable power sources, Rendezvous Bay is one of the best suited sites in the world to make this statement very realistic and an achievable goal for its residents.

## 2 DESIGN OBJECTIVES

The general design objective for Rendezvous Bay is to maintain the integrity of the natural environment, its organic beauty and tranquillity, the National Park feel and hence the exclusive quality and property values; and to maintain architectural style, scale and building standards in keeping with a world-class sustainable development.

The Rendezvous Bay Rules directs the Design Review Panel ("DRP") under the supervision and direction of the Community Association Board of Directors to "develop and maintain a carefully designed, attractive and harmonious environment that preserves and enhances the Rendezvous Bay vegetation and landscape; and furthermore establishes a healthy, varied, and sustainable tropical forest that dominates the development."

Primarily the DRP should ensure that no residence or other building or improvement should dominate so as to detract from the natural environment of Rendezvous Bay, which is designated National Park land. Buildings and improvements are to be "set into" natural environment so that the landscape continues to dominate.

The following general objectives must be observed:

### A. Setting

Home designs should draw upon Caribbean traditions including European influences such as classic colonial architecture, as well as indigenous patterns and materials. Contemporary interpretations of the indigenous aesthetic are welcome and should reflect the island culture, and subtly connect with the landscape of the Bay while suiting the needs of the owner.

B. Sensitivity

The landforms, vegetation and views provide the underlying influence in the design, and homes and landscapes should be sensitively woven into the natural vistas and wildlife.

C. Sustainability

A long-term commitment to sensitive design to preserve, restore and protect the site's resources.

D. Connection

Walkways and paths will encourage a pedestrian neighbourhood with a relaxed way-of-life in harmony with the surrounding nature. The Nature Park is to be a gathering place for residents and visitors alike so that the Rendezvous Bay community is connected to the wider English Harbour community.

E. Community

Outdoor gathering spaces especially in the area of the Nature Park will reinforce the outdoor lifestyle and sense of place. Private indoor spaces that blend seamlessly with the outdoors are a preferred lifestyle design element for individual homes that also suit today's lifestyle and the climate.

F. Individuality

The guidelines encourage opportunities for individuality in design so that the Rendezvous Bay community will embody distinct interests and personalities.

## 2.1 OBJECTIVES FOR SITE AND LANDSCAPE DESIGN

Rendezvous Bay is envisioned as an informal tropical forest community. Simple treatments rather than ornamental and formal approaches are to be favoured in order to create buildings and landscapes that recede and blend into the natural environment.

The ideal composition would be a low-density sprinkling of buildings enveloped and complemented with abundant added vegetation and built with the use of traditional and unrefined materials.

In order to protect and enhance the Rendezvous Bay setting and simultaneously accommodate the new community, a relaxed, island-style way-of-living is reflected in the design principles as follows:

i. Landscape

Buildings, colours and materials are to be subordinate to the landscape. The existing and added vegetation will be used to obscure buildings and maximise privacy

ii. Indigenous materials and plants

Drawing in the main from the material and aesthetic of the Caribbean Islands; plants should be chosen for their suitability to the climate

iii. Capture and preserve vistas

Reinforce and maintain views to the sea, beach, valley and hillsides

iv. Outdoor Living

Indoor and outdoor spaces should blend so that together they constitute the home

## 2.2 OBJECTIVES FOR ARCHITECTURAL DESIGN

The architecture should help create a relaxed, outdoor lifestyle and reflect the goal of respecting the natural Rendezvous Bay environment by:

- i. Designing buildings that help preserve the environment, have lower energy costs and improve overall quality of life
- ii. Focusing on outdoor living and creating a connection of indoor and outdoor rooms that together are one home
- iii. Preserving the views from key community amenities such as the hotel, beach, park and other open space areas by nestling the residential neighbourhoods in the Rendezvous Bay environment
- iv. Drawing upon the hybrid of historic design sensibilities and interpreting these to the needs of the owner and today's lifestyles
- v. Simple designs, low in height (one to two stories) that maximise the feeling of space and accommodate wide vistas from the inside to the outside, and between the buildings
- vi. Pavilion-style designs linked by walkways, trellises and garden spaces
- vii. Roofs with minimal vertical expression
- viii. Designs that provide protection from the climate such as wrap around verandas, overhangs and porches
- ix. Emphasising the use of natural materials using wood and stone

The Design Control Rules have been created to ensure that all Buildings and Improvements conform to these Design Objectives and the Master Plan. The Design Control Rules apply to all owners, consultants and contractors including architects and landscape architects, all of whom should work together to ensure the community embraces the design objectives.

## 3 DESIGN REVIEW PANEL ("DRP")

The Community Association Board of Directors shall appoint the members and the Chairman of the DRP. The DRP shall consist of three members of the Community Association Board of Directors, one Architect and one representative of Rendezvous Bay Real Estate Corporation.

Members of the DRP may be terminated and/or replaced by the Community Association Board of Directors with or without cause.

The DRP shall act by simple majority vote, and shall have the authority to delegate its duties or to retain the services of a professional engineer, architect, designer, inspector or other person to assist in the performance of its duties.

The DRP shall have the authority, where it deems appropriate, to waive or modify submission requirements, criteria and/or procedures contained in these Rules when it determines that the same will not negatively impact Rendezvous Bay consistent with the nature of the Improvement at issue. Such determination shall be within the DRP's sole and complete discretion subject to Community Association Board of Directors approval.

#### 4 ACTIONS REQUIRING DRP APPROVAL

Any construction, demolition or any action in Rendezvous Bay, which affects the aesthetic beauty or environmentally impacts the Rendezvous Bay Development, must be approved by the DRP. This includes but is not limited to all new construction, alterations to existing footprints and/or renovations, and demolition including landscaping and trees on a Home Site, Common Areas or any Rendezvous Bay area.

Applications for preliminary determination and final approval must be submitted to the DRP for approval pursuant to the process set forth in Section 11 and 12.

No Person may commence Improvement unless such Person has first obtained the prior approval of the DRP as set forth in these Rules.

No Person may make any excavation or fill, make any material change in the natural or existing surface drainage; install, remove, alter or replace any material landscaping, or install a well, cistern or utility line without first securing the approval of the DRP and the Community Association Board of Directors.

Entry structures and signs for the Residential Area, Common Areas, the Resort Area, including construction, and real estate, must be approved by the DRP.

All names of any Residential Area, Common Areas and Buildings within the Resort Area shall be submitted for approval by the DRP.

#### 5 IMPROVEMENT STANDARDS

The location and design or change of location and design or demolition of any Improvement in Rendezvous Bay and landscaping must be approved in advance by the DRP.

5.1 Landscape plans should be submitted as follows:

- (a) Preliminary Landscape Plans showing a proposed Site Work Plan including initial landscape screening to conceal the construction site during construction and major grade work including any perimeter work necessary to prep the site for construction must be submitted as part of a Final Application. The initial landscaping screening should preferably be the installation of permanent landscaping berms but other screening may be utilized.
- (b) Final Landscape Plans defining the global look of the project so as to preserve the character and style of the rest of the Island showing a conceptual landscape design, which outlines the major landscaping layout including all perimeter areas of the property, must be presented to the DRP for approval prior to commencing installation of the landscaping. This includes all new landscaping and re-landscaping of Residential Area, Common Areas and Resort Area. All new Residential Property landscaping must be completed within ninety (90) days of occupancy of the Residential Property.

5.2 All Improvement on Home Sites and Common Areas must be set back a minimum of twenty-five (25) feet from all property lines.

5.3 Each Home Site may have only one access drive connected to the Roadways. Private roads from Roadways to Home Sites may be no wider than twelve (12) feet. Each Residential Property must be provided with a readily accessible and properly screened Trash Collection Point built in accordance with the Rendezvous Bay standard.

5.4 Tennis court fencing, lighting, and location must be approved by the DRP. Lighting may not shine on adjacent properties.



## 6 TOTAL MAXIMUM FOOTPRINT (TMF) AND TOTAL MAXIMUM IMPROVEMENT (TMI) STANDARDS

In general, all Residential Homes are to be broken up into several buildings (or masses) rather than one big “box.” The composition of structures should be organized in a hierarchy of structures with a clearly dominant volume, the Main Structure, with complementary “secondary” volumes such as wings, pavilions, accessory structures, and/or garages or Ancillary Structures. The placement of individual masses and volumes should create “negative” spaces that become outdoor rooms.

The Residential Home shall be placed in an approved position known as the Approved Residential Home Position to be determined by the Community Association Board of Directors. This can be reviewed and changed by the DRP if the Home Owner requests an alternative position.

The TMF square footage constitutes the building footprint and the TMI on a Home Site shall not exceed the following formulas:

- 6.1 TMF square footage for the Residential Home shall not exceed 15% of the Home Site area.
- 6.2 TMI, excluding driveways and footpaths, shall not exceed two (2) times the TMF.
- 6.3 Buildings shall be limited to two (2) stories designed to follow the grade of the Approved Residential Home Position, not to exceed a 34 feet height limit, including cupolas, excluding chimneys in the Approved Residential Home Position.
- 6.4 There shall be only one primary structure for each Home Site that has one, or two stories where acceptable, with a roof above.
- 6.5 To minimize the potential adverse impact of oversized structures within a neighbourhood, it is encouraged and strongly recommended the second floor area of the primary structure be integrated within the roof as much as possible.
- 6.6 Building Height is defined as height measured from the mean grade between highest and lowest grade at the base of the building to the upper most point of the roof or parapet wall.
- 6.7 Buildings are to be in scale with the size of the Home Site, and articulated with generous verandas, balconies, breezeways, overhangs, and large openings for windows and doors.

## 7 APPROVED RESIDENTIAL HOME POSITION

The Residential Home consisting of the Main Structure and Ancillary Structures will be placed to be responsive to the context of the site. Every Site has particular attributes not necessarily shared by adjoining Home Sites or those in other areas. This means that building arrangements respond to existing landforms and vegetation, available views, offsite views from community spaces (such as the Nature Park, trails and/or beaches), and any other climatic conditions such as prevailing breezes and sunlight. Designing the building to promote effective and energy efficient use of shade, shadow, breezes and daylight will also decrease long-term energy costs and/or resource usage.

## 8 DESIGN AND BUILDING STANDARDS

- 8.1 The architectural style can be a more contemporary interpretation of the traditional, indigenous design aesthetic and including the following basic elements:
  - Informal compositions, low in height (one to two story)
  - Groups of rooms or masses, including indoor and outdoor spaces
  - Broad, enveloping roofs that have minimal vertical expression

- Building projections that add texture and provide deep shade such as verandahs, overhangs and porches
  - A reliance on regionally derived materials that are close to their natural state (stained wood, rustic stone, hammered metal etc.)
  - Avoid large, obtrusive building forms
- 8.2 Roof materials are limited to the approved custom colour Enviroshake unless otherwise changed by Rendezvous Bay Real Estate Corporation. Roofing design shall meet Class Four Hurricane Standards. Colours of roofs will be standardized. Gable, Single or Multiple Hip, Double Pitched, or Shed Roofs are approved and a dominant “primary” roof plane with “secondary” roof planes is preferred.
- 8.3 Exterior Walls and Finishes should utilize wood and stone treatments to engender a more organic island aesthetic. Stone surfaces are to have a structural, dry-laid or understated mortar appearance. Stucco should have a smooth to lightly textured sand finish and is to be combined with wood components so that it is not the only material on a building façade (i.e. adjacent wood window frames and shutters or wood siding or stone work).
- 8.4 Outbuildings, Guesthouses and Ancillary Structures are to utilize the same or similar treatments to the main structure.
- 8.5 Appropriate wood wall treatments include:
- Shakes and shingles
  - Board and batten
  - Vertical or horizontal siding
- Stain finishes (weathering, semi-transparent, semi-solid, and solids with solids least preferred) are to be selected so that the natural grain and texture of the wood is reflective of the colours in the surrounding environment.
- 8.6 Generally, colour palettes should reflect colours from the surrounding setting. Mid-tone and darker, more “natural” colours should be used on higher lands and surfaces that can be seen from other areas of Rendezvous Bay so that the Residential Home blends into the hillsides. Finishes with low levels of Volatile Organic Compounds (VOCs) should be utilized.
- 8.7 Painted or stained wood fence colours are to be dark browns or warm greys. Semi-transparent, semi-solid or solid stains or paints are to be used to protect wood and, where appropriate, allow for natural weathering to accentuate wood grain.
- 8.8 Skylights, satellite dishes, laundry lines and antennas are to be integrally designed into the roof structure and located on the back of structures so as not to be visible from the roads, common areas or adjoining Private Lots.
- 8.9 Solar power generating equipment is encouraged but should be integrated into the architectural design of the roof structure and in areas less visible from the road or neighbouring Private Lots. Solar Water Heater panels are required.
- 8.10 No Improvement or vegetation shall be added or removed in such a manner or location as would materially affect the view or prevailing wind, or infringe on the privacy of any Residential Home without prior DRP approval.
- 8.11 All buildings must be equipped with smoke detectors and fire extinguishers.

## 9 SITE AND LANDSCAPE STANDARDS

### 9.1 Private Lot Types

There are two Private Lot types described below.

#### *Waterfront*

Located on the eastern beach at Rendezvous Bay and limited in number, these sites have expansive views to the Caribbean Sea and may be composed of several informal living pavilions and gardens set back from the waterfront.

#### *Hillside*

Each hillside home site offers birds-eye views of Rendezvous Bay beach, valley and/or tropical forest. Each site will be organized and selected based on its unique property condition including topography, vegetation, and primary views.

### 9.2 Planning Considerations

In order to preserve views, respond to the unique landscape of a site and optimize the relationship of the home to the overall community and landscape setting, the planning concepts for Rendezvous Bay emphasize the preservation of the tropical forest environment, orient buildings to take advantage of day lighting, and provide solar access and natural ventilation, blending improvements into the site.

Each site will be studied and accompanied by its own development criteria including a Home Site Matrix (showing existing conditions and design criteria such as building envelopes, building height, maximum sq. ft. and suggested driveway access). Each residential site will retain a minimum of 70% of the natural vegetation of the lot and present a Residential Home footprint no larger than 15% of the area of each lot.

Home sites will also be studied to optimize their relationship to the overall forest presentation, adjacent homes, and views from public areas. The plan will preserve the ecological habitats, steep slopes and site features such as significant drainage features, rock outcroppings and tree stands which are intrinsic to Rendezvous Bay.

The Natural Area is to remain essentially in a natural state for screening building Improvements. Hardscape elements such as terraces and/or buildings may not be located in the Natural Area. Plantings in this area should be indigenous or well-adapted native species from the surrounding regions.

### 9.3 Landscape Standards

In accordance with the Master Plan's directive to preserve the natural environment, the National Park "feel" and hence the exclusive quality of Rendezvous Bay, the following Landscape Standards have been adopted:

- a. Certain areas of Rendezvous Bay will be designated "Protected Common Vistas." These Vistas are designated in order to retain unobstructed views to the sea and Rendezvous Bay from Roadways and Common Areas. In order to facilitate these Sea and Land Vistas, all Common Vistas shall not be blocked by any obstruction. All Home Owners, Resorts Operators and RBCBOD are encouraged to retain and/or reclaim Vistas.
- b. Common Areas shall be maintained in keeping with the guidelines.
- c. Vegetation Screening must be installed within sixty (60) days after completion of the Improvement (e.g. a tennis court).
- d. Landscaping must be set back far enough or sized effectively at intersections and bends in roads, so as not to obscure traffic movements.

- e. Storm water collection is to work with natural drainage systems to the extent possible. Natural depressions and native vegetation cover are to be used to naturally absorb and filter runoff and promote infiltration while directing water to the community drainage system.
- f. Cut and fill slopes are to be re-vegetated with approved re-vegetation planting solutions and blended into the surrounding environment.
- g. Retaining walls may be used when it is necessary to preserve unique site attributes such as existing vegetation or where they are designed as extensions of the architecture. Slopes may not exceed 3:1 unless it can be demonstrated that a steeper slope will not erode. Retaining wall height can be considered on a case-by-case basis provided that they are not obtrusively visible from off site and they provide a solution to reduce the overall impact to the site. In that case, substantial landscape screens are required. Locally sourced lava rock or regional stone is preferred for all retaining walls.
- h. Impervious surfaces are to be minimized to the fullest extent feasible to encourage water percolation.
- i. Driveways, garages and parking areas are to be sited so that their visibility from adjoining properties or public viewpoints is eliminated or near eliminated. The selection of pervious or porous paving materials versus impervious paving is encouraged with the exception of some Hillside Home sites where steep gradients limit the use of pervious materials. Where impervious materials are used, they are to be combined with pervious paving where feasible, such as tire strips and/or open-cell pavers, to maximize water infiltration. Driveways should generally not exceed twelve (12) feet width except at the driveway apron, guest parking, garage entrances and auto court areas. Straight driveway alignments are to be avoided so that they follow the natural contour of the land. Outdoor parking areas are to be screened from adjacent roads and neighbouring Home Sites.
- j. Planting design is to respond to and preserve the existing island environment to emphasize the connection to the land and its setting. The landscape should be a sequence of layers with a mature over story and a lush under story. Buildings and Improvements are to be “set into” this landscape framework so that the island landscape continues to dominate.
- k. The existing island landscape and associated plant communities are to be maintained, extended, and enhanced on each Home Site so that all Improvements are set into and viewed through this landscape. Tree and shrub plantings should be clustered in naturalistic groupings rather than locating single trees in formal, rigid patterns. Where possible, extend and add onto existing clusters of plantings to create a network of “natural” outdoor rooms that create shade, shadow and texture.
- l. Existing trees and native vegetation communities are to be preserved to the extent feasible and should lend form to and “drive” the placement of buildings and related Improvements.
- m. Landscaping should complement the informal, natural surrounding setting with relaxed, informal, and “untamed” designs reflective of the casual island lifestyle – rather than highly controlled or manicured.
- n. Landscape is to be pervasive and intertwined with built elements wherever possible: spilling over site walls, paving, steps, and fences to blend the built environment with the natural. Vines may be used to fill between structural components of walls and/or stairs.
- o. Plantings, particularly along house foundations, are to appear informal and loose rather than formal and patterned.

- p. Plant materials may be combined with wire fencing to create a “living” fence. Planting of trees must take into consideration views from adjoining Home Sites. The use of large-scale palms or large canopy trees where views from adjoining Home Sites would be impacted are not permitted.
- q. Planting and/or re-vegetation efforts within Natural Areas is to be limited to native and/or well-adapted plant species. Non-native plants are to be kept in courtyards, gardens and other outdoor areas close to the home. A gradual transition to all native species should occur as one moves away from the house towards the Natural Area.
- r. All areas disturbed by construction shall be re-vegetated with an approved native seed and shrub mixes.
- s. Site Walls, Fences and Gates in general may not exceed 6 feet in height. Approved fence, gate and wall materials and types include lava rock and/or indigenous or regional stone combined with wood treatments above. Handcrafted wood that utilizes a dark or opaque stain, may be combined with latticework or similar tropical vernacular.
  - Handcrafted simple wrought iron designs that draw upon island motifs, may be combined with stone at the base
  - Bamboo
  - Wire mesh fence with wood frame
  - Wire fencing combined with vines to create a “Living Fence”

Inappropriate fence, gate and wall types include:

- Un-faced concrete block
- Woven wood slat, solid board fence or solid gate designs

Fences are to be located within the Building Envelope and are not permitted along the entire length of property lines. Designs are to be simple, rustic, unadorned, should recede into the landscape and ideally be invisible from the Roadways.

Driveway entry gates and associated monuments are permitted but are to be located within the Improvement Envelope. Gates and monuments should transition to a planted screen or vegetated border.

- t. The design intent within the community is to utilize low intensity, indirect light sources to the extent required for safety, security and subtlety. When designing exterior lighting, the light source should be directed down and the quantity of light limited in order to preserve the night sky and the quality of darkness.

Lighting design should: maintain the dark night time sky; establish a warm, inviting character that provides the minimum amount of light required for safety; restrict light spill to within the Improvement Envelope and directly adjacent to the home; and encourage the use of alternative power technologies to reduce energy consumption.

Waterfront Sites must be equipped with lighting that does not disturb the nesting turtle populations.

## 10 DESIGN REVIEW APPLICATION PROCESS

Home Owners, Hotel Villa Owners or Operators, the Community Association Board of Directors, (“Applicants”) desiring to perform any tasks requiring approval from the DRP shall follow the procedures of



these Rules. Prior to Preliminary Determination pursuant to Section 11, Applications should be submitted as follows:

- 10.1 The Applicant should submit the Application by email directly to the Rendezvous Bay Executive Office, who will confirm receipt via email to the Applicant and will then distribute the information to all DRP members for preliminary determination.
- 10.2 Hotel Applications must first be submitted and approved by the Community Association Board of Directors.
- 10.3 It is strongly recommended that Applicants share plans for Improvements with their neighbours to make them aware of the proposed Improvements and resolve any potential concerns prior to submitting any Application. The DRP will notify neighbours on all Applications prior to commencing the review of the Application. Concerns of neighbours will be considered by the DRP prior to any approvals.

## 11 PRELIMINARY DETERMINATION SUBMISSIONS

Applicants applying to the DRP for preliminary determination are required to complete the following steps:

- 11.1 The Applicant must submit via email to the Community Association Board of Directors Executive Offices the following:
  - (i) an Application, (ii) one set of preliminary design plans in PDF format, and architectural blue prints via mail to the DRP Chairman, if requested, and (iii) approval confirmations from the Community Association Board of Directors pursuant to Section 9, where applicable. Receipt of the material will be confirmed by the DRP Chairman or designated DRP Member to the Applicant via email, and then distributed to all DRP Members for review and approval.
- 11.2 The preliminary plans should include a site plan showing the location of all Improvements on the property, set backs from the property lines, roadways, beaches, and foreshore. They should also show any changes to topography and landscaping of the site, elevations (front, rear and side views of Buildings), existing grade, and Building height.
- 11.3 A preliminary determination will be made as to whether the design conforms to these Rules and the Master Plan. Design change suggestions and/or request for additional information may be made to the Applicant by the DRP Chairman or a designated DRP Member in order to adequately evaluate the proposed design.
- 11.4 The DRP may require the Applicant to pay a reasonable fee for its design services or as a condition to any subsequent design review in an amount not in excess of that amount required to cover the DRP's expenses for professional services.

Please note a preliminary determination may not be considered Final Approval of an Application.

## 12 FINAL APPROVAL SUBMISSION

The Applicant should submit a final Application after receiving a preliminary determination from the DRP. The purpose of the final approval review is to examine and approve final construction drawings to ensure conformance with the preliminary determination, these Rules and the Master Plan.

The review will focus on whether there are any material differences from the preliminary determination, confirming the satisfaction of conditions, if any, imposed as part of the preliminary determination. The DRP Chairman or a designated DRP Member will determine if the Application is complete.

The process for final approval does not begin until the documentation is complete.

- 12.1 The DRP will begin review of a complete Application and notify Applicant of the date review will commence via email within fifteen (15) days after receipt of a complete Application.
- 12.2 A complete Application requires a brief description of the project and PDF files showing:
- (a) A registered survey of property owned with a site plan showing the location of all Improvements on the property, set backs from the property lines, roadways, beaches, and foreshore. They should also show any changes to topography of the site, elevations (front, rear and side views of Buildings) existing grade, Building height.
  - (b) Floor Plans.
  - (c) Elevations showing proposed grade, retaining walls and other man made features. Front, rear and side views of the Buildings with descriptions of any colour scheme used.
  - (d) Plans showing proposed Site Work Plan including initial landscape screening to conceal the construction site during construction and major grade work including any perimeter work necessary to prep the site for construction. The landscaping screening should preferably be the installation of permanent landscaping berms but other screening may be utilized.
  - (e) A complete landscape plan must be provided.
- 12.3 All questions from Applicants should be addressed to the DRP Chairman or the designated DRP Member to allow for clarification from Applicant to DRP to deem the Application complete.
- 12.4 Upon review, design change suggestions may be made to the Applicant and additional information may be requested by the DRP to adequately evaluate the proposed design.
- 12.5 Upon approval, the DRP Chairman will email a copy of the approved Application with copies of the supporting material required by paragraph 11.2 to the Applicant. Notification by email will also be forwarded to the Community Association Board of Directors Executive Offices to facilitate oversight and enforcement.

### 13 DESIGN REVIEW PROCEDURES

These design review procedures for Rendezvous Bay rely on the critique of the DRP and design professionals that have been involved with the development of Rendezvous Bay. The intent is to allow creative expression and individuality consistent with the Design Standards and the Rules with the described design objectives.

- 13.1 It is the Architect's and the Applicant's responsibility to make the proper submissions and to obtain the proper approvals as defined by Antigua and Barbuda Law and other governing bodies of Antigua and Barbuda.
- 13.2 The DRP shall render its written decision with respect to any Application for preliminary determination or final approval within sixty (60) days after confirmed receipt of the complete Application, and shall provide specific reasons for any denial of approval.
- 13.3 The DRP may, in its sole and complete discretion, withhold approval of any Application if the DRP finds that the Application would be inappropriate or incompatible with the Design Standards, these Rules, or the Master Plan. Considerations such as the site location, external lighting, shape, size, colour, design, height, impairment of the view, disturbance of existing terrain and vegetation, and any other factors which the DRP reasonably believes to be relevant, may be taken into account in determining whether or not to approve any proposed work.
- 13.4 Before the Applicant begins construction, a completed approved Final Application must be received by email from the DRP Chairman confirming the majority approval of the DRP Members.

- 13.5 Any material design changes after the DRP has given final approval shall be resubmitted to the DRP for approval, pursuant to Section 12.
- 13.6 The approval by the DRP of any plans, drawings, or specifications for any work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing or specification subsequently or additionally submitted for approval. Failure to enforce any of the design guidelines shall not constitute a waiver of same.

#### 14 FAILURE TO ACT

In the event the DRP fails to render its decision with respect to any Application within the sixty (60) day time limit set forth above in Section 13.2, the DRP shall conclusively be deemed to have approved the application as submitted, so long as such Application does not violate these Rules or local building laws as defined by Antiguan and Barbudian Law and other governing bodies of Antigua and Barbuda. Commencing with these Rules, which are effective on the date as stated on page 1, if the DRP did not receive an Application for a completed Improvement then no period of time will deem that the Improvement has been approved.

#### 15 APPEALS

Appeals from any decision of the DRP will be referred to the Community Association Board of Directors for final resolution, subject to the payment of a reasonable review fee and such procedures as the Community Association Board of Directors may prescribe from time to time. The Community Association Board of Directors shall have no obligation to hear any appeal and any decisions made by the Community Association Board of Directors shall be final. In the event that the Community Association Board of Directors refuses to hear an appeal, then the decision of the DRP with respect to that matter shall be final.

#### 16 EFFECTIVE PERIODS OF APPROVALS; TIMING OF CONSTRUCTION

- 16.1 Approvals of any Application shall automatically be revoked one (1) year after issuance thereof, unless construction of the work has commenced and has continued without unnecessary interruption or the Applicant has applied for and received a written extension of time from the DRP. In the event the time limit is exceeded, the project must be resubmitted to the current DRP and re-approved under the current Rules before the proposed work may proceed. Should construction of the Home exceed the Construction Time Period as described in the Purchase and Sale Agreement, then the construction falls under the Rendezvous Bay Residential Construction Rules as found in the Rendezvous Bay Community Agreement.
- 16.2 Unless the DRP's written approval has first been obtained, approved construction work must be completed within a period of twenty-four (24) months from the date upon which it was approved.

#### 17 INSPECTION OF AUTHORISED WORK

- 17.1 The DRP reserves the right to make periodic inspections during construction by appointment to assure conformity with the approved plans. Absence of such inspection does not constitute an approval by the DRP of work in progress.
- 17.2 A notice of project completion from the Applicant must be provided to the Community Association Board of Directors Executive Offices upon occupancy of the Improvement.
- 17.3 Within fifteen (15) days after receipt by the Community Association Board of Directors Executive Offices, of notice of project completion from the Applicant, the DRP Chairman or the designated DRP Member will request that a designated representative of the DRP inspect the completed work and give written notice to the Applicant and the DRP Chairman of any work that failed to conform to the plans and specifications previously approved. The designated representative of the DRP shall specify in

such notice a reasonable period, not less than forty-five (45) days, in which the Applicant must remedy the non-conformance. In the event a notice of non-conformance and requirement of cure is not given within sixty (60) days, the DRP shall conclusively be deemed to have approved the work as satisfactorily completed.

## 18 ENFORCEMENT

### 18.1 Finality of Decisions

In the event of any disagreement as to the Design Control Rules, or as to any issue regarding enforcement of the foregoing, the decision of the Rendezvous Bay Board of Directors shall be final and binding.

### 18.2 Enforcement of Master Plan

It is intended that the Rendezvous Bay Design Control Rules, and decisions of the Community Association Board of Directors shall be enforced in as impartial, uniform and fair a manner as practicable. It is desirable in most cases to avoid having to resort to public authorities for enforcement purposes. After thirty (30) days written notice to the applicable party and a right to correct any violation within such period, the Community Association Board of Directors or its agent shall have all or any of the following rights in addition to any other cause of the violation, or alter, repair or change the item which is in violation, in such manner as to make it conform thereto; (b) to charge the Home Owner of the affected property for the entire cost of the work performed by or for the Community Association Board of Directors pursuant to this Section 18.2; and/or (c) to impose and collect a fine either from any Home Owner or other Person who has violated (or whose guest, employee or agent has violated), any provision of the Rendezvous Bay Design Control Rules, in an amount not to exceed the sum of US \$5,000 for any one violation.

### 18.3 Payments

After notice to the applicable party pursuant to Section 18.2 and a decision by the Community Association Board of Directors to take an action authorized by Section 18.2, the Board shall send notice of its action to the applicable party. A demand for payment made by the Community Association Board of Directors delivered with or after such notice shall be due and payable thirty (30) days after delivery by the Community Association Board of Directors of such demand. Each demand for payment shall refer to the rule, regulation or provision, which has been violated and set forth a statement of the conduct or condition which the Community Association Board of Directors has determined to be in violation of such rule, regulation or restriction. All payments shall be delivered to the Chairman of the Community Association Board of Directors or to the Chairman's designee and shall be used by the Community Association Board of Directors for purposes consistent with the Rendezvous Bay Community Principles and Goals.

## 19 DEFINITIONS

Unless the context otherwise specifies or requires, the following words or phrases when capitalized in these Design Control Rules shall have the following meanings.

### 19.1 Individuals and Groups

#### *Design Review Panel ("DRP")*

The Design Review Panel as provided in the Rendezvous Bay Community Agreement to review and either approve or disapprove proposals and/or plans and specifications for the construction, exterior additions, landscaping, or changes and alterations within Rendezvous Bay.

*Home Owner*

The legal owner of a property in Rendezvous Bay.

*Hotel Bungalow Owner's Association ("HBOA")*

The group of owners of the bungalows that make up the accommodation of the hotel.  
The Association is represented by a Chairman who is appointed by the Hotel Bungalow Owners annually.

*Hotel Bungalow Owner*

The legal owner of an individual bungalow unit in the hotel.

*Hotel Owner*

The legal owner of the hotel in Rendezvous Bay, excluding the bungalow accommodations.

*Rendezvous Bay Community*

The Community includes Home Owners, Hotel Owners and Hotel Bungalow Owners.

*Community Association Board of Directors*

A Board that includes three representatives for the Home Owners, one representative for the developer RBREC, a representative of the hotel owner, and a representative of the Hotel Owners Association. The Board is given authority to enforce the Rendezvous Bay Design Control Rules and the Community Principles and Goals including covenants, conditions, and restrictions and managing the common amenities of the development.

*Rendezvous Bay Real Estate Corporation ("RBREC")*

The corporate entity responsible for and controlling the Rendezvous Bay Community Principles and Goals and the Rendezvous Bay Design Control Rules until the 25<sup>th</sup> sale of a Home Site.

## 19.2 Legal Documents

*Purchase and Sale Agreement*

An agreement for the purchase of a Rendezvous Bay villa lot.

*Rendezvous Bay Community Principles and Goals*

These are the general rules that the Community and all visitors to Rendezvous Bay must abide by. The contents include, but are not limited to, the rules and regulations for signs, security, staff, children, construction, watercraft, noise, nudity, vehicles, security, watercraft, approvals, lighting, offensive activity, payment of dues and other fees and charges, appearance etc.

*Rendezvous Bay Community Agreement*

An agreement outlining the responsibilities of the Rendezvous Bay Community Members.

*Rendezvous Bay Design Control Rules*

The architectural, design and construction regulations and restrictions adopted and enforced by the Design Review Panel as set forth herein as may be modified, amended, and/or supplemented from time to time.

*Rendezvous Bay Residential Construction Rules*

These are the rules outlining the construction and road use requirements during the construction of any Home or Improvement in Rendezvous Bay.

## 19.3 General Definitions

*Ancillary Structures*

Small enclosed or semi-enclosed structures, such as pool houses, pavilions, storage sheds, potting sheds, art studios, and/or cabanas, which do not include sleeping/living quarters.



*Applicant*

An Owner and/or Owner's consultant that is applying for approval on the new construction, renovation, alteration, addition, and/or any other Improvement to any building, site, and/or sign.

*Approved Residential Home Position*

The location of the Residential Home on a Home Site which has to be approved by the DRP.

*Architect*

A person licensed to practice architecture or landscape architecture.

*Building Envelope*

The area where all vertical, enclosed building volumes may occur, including all buildings, Ancillary Structures, and/or enclosed garages, excluding carports and unenclosed landscape structures (such as arbors and/or trellises). This will be specified in the Home Site Matrix provided by RBREC upon the initial sale of a Home Site.

*Building*

A structure that has a water resistant roof or walls higher than four (4) feet above ground creating enclosed space.

*Building Height*

Building Height (exclusive of chimneys and minor roof projections) is the height measured from the mean grade between highest and lowest grade at the base of the building to the upper most point of the roof or parapet wall.

*Construction Time Period*

This is the time period as described in the Purchase in Sale Agreement for a Home Site within which Residential Construction Rules do not apply.

*Consultant*

A person retained by an Owner to provide professional advice or services.

*Contractor*

A person or entity engaged by an Owner for the purpose of constructing any Improvement within Rendezvous Bay.

*Improvement*

Broadly defined to include but not limited to new Buildings, changes and/or renovations to existing Buildings, walls, fences, patios, pools, private roads, outbuildings, walls, retaining walls, hedges, mailboxes, sports and play equipment, tennis courts, satellite dishes, antennas, decks, solar panels, croquet lawns, trash enclosures, nursery areas and/or laundry lines, and any other structures of any type or kind.

Owners are not allowed to make Improvements outside of their Private Lot property lines.

*Front Setback*

The minimum distance between the front property line and any landscape Improvements (exclusive of driveways and related site retaining walls, and paths).

*Front Vertical Setback*

The Front Vertical Setback line establishes the minimum distance between the front property line and any vertical, enclosed, Improvements including all buildings, garages, and Ancillary Structures.

*Home Site*

Private residential properties within Rendezvous Bay.

#### *Home Site Matrix*

The chart that quantifies the design criteria, including but not limited to, Home Site Type, Maximum Gross Square Footage, Maximum Coverage Area, Building Envelope, Improvement Envelope and Home Site Area.

#### *Improvement Envelope*

That portion of a Home Site, wherein all horizontal Improvements may take place, including, but not limited to, unenclosed landscape structures, pools and/or landscaping with the exception of utilities, driveways, paths, some site retaining walls, gates and associated Improvements. The area of the Improvement Envelope is established by the Front, Side and Rear setbacks.

#### *Main Structure*

The dominant structure within a Home Site.

#### *Mass or Massing*

The overall size, volume, spread, expression, and articulation of building forms, including the Main and Secondary Structures, Ancillary Structures, outbuildings, covered terraces, and other roofed areas, as they relate to the topography and landscape of each particular property. A building's compliance with the maximum Building Square Footage requirement is necessary but may not be sufficient to demonstrate a building has complied with Massing requirements as described in these Guidelines.

#### *Maximum Coverage Area*

The maximum percentage of the total Home Site area that may be covered with building(s) and/or impervious surfaces, including but not limited to building footprint, impervious terraces, driveways, walkways, and excluding raised decks, roof overhang areas, and pervious paved areas.

#### *Maximum Gross Square Footage*

The Square Footage maximum of the gross conditioned space within the Home Site.

#### *Maximum Individual Building Square Footage*

The Square Footage maximum of any individual enclosed building mass (excluding unimproved spaces such as garages, attics, mechanical rooms, and/or basements).

#### *Maximum Ridgeline Height*

The maximum, above sea level ("A.S.L."), elevation that any ridgeline within the Home Site may be.

#### *Natural Area*

The area of a Home Site that lies outside of the Improvement Envelope. The Natural Area is to remain essentially in a natural, undisturbed state to create screens that obscure built Improvements from off-site views and restore the land to a vegetated condition. With the exception of driveways, the Natural Area may not contain any hardscape elements, such as buildings, terraces, pools, spas, autocourts, and/or landscape structures.

#### *Rear Setback*

The minimum distance between the rear property line and any landscape Improvements (exclusive of driveways and related site retaining walls, and paths).

#### *Rear Vertical Setback*

The minimum distance between the rear property line and any vertical, enclosed, Improvements.

#### *Rendezvous Bay Development*

The area known as "Barter's Estate" comprised of 330 acres as described in the Rendezvous Bay Community Agreement.

#### *Residential Home*

The structures including the Main Structure and Ancillary Structures within a Home Site that together comprise the living and sleeping areas.

#### *Second Story Setbacks*

The minimum distance between each front, rear, and/or side property lines (as noted on Home Site Diagram) and any second story building forms.

#### *Secondary Structures*

Structures which are subordinate to the Main Structure within a Home Site.

#### *Side Setback*

The minimum distance between each side property line and any landscape Improvements. Left and Right Side Setbacks (when noted) have been established as viewed from the street facing the front property line.

#### *Side Vertical Setbacks*

The minimum distance between each side property line and any vertical, enclosed, Improvements. Left and Right Side Vertical Setbacks have been established as viewed from the street facing the front property line.

#### *Square Footage*

The conditioned spaces of all floors of buildings on a Home Site as measured from the exterior face of walls, including but not limited to lofts, stairways, fireplaces, halls, habitable attics, above grade basements, bathrooms, closets.

#### *Story*

That portion of any building (including garage) included between the surface of any floor and the surface of the floor above it, or if there is no floor above, then the space between the floor and the ceiling next above it. Any portion of a Story exceeding 18 feet in height shall be considered as an additional Story for each 18 feet or fraction thereof. If the finished floor level directly above a basement or cellar is more than six feet above grade, such basement shall be considered a Story.

#### *Sustainable Design ("Sustainable" or "Sustainability")*

The implementation of environmentally sensitive and resource conserving techniques into the design of a building and associated landscape. Sustainable Design is intended to create buildings that are integrated with the local landscape and climate to create a healthier living environment for the building's inhabitants and neighbours.

#### *Volatile Organic Compound ("VOCs")*

Chemicals that contain carbon molecules and have high enough vapor pressure to vaporize from material surfaces into indoor air at normal room temperatures.

# 6 *Construction & Road Use Restrictions*





## 1 WORKING HOURS

- 1.1 Working hours are between 7:00 am and 6:00 pm.
- 1.2 Construction is restricted to Monday through Friday only unless approved by the Board.
- 1.3 Construction activity of any kind is prohibited from December 15<sup>th</sup> until January 2<sup>nd</sup> of every year.
- 1.4 Noisy construction activity including the use of heavy vehicles is restricted to the hours of 9:00 am and 4:30 pm from Monday to Friday only.

## 2 ACCESS

- 2.1 Sub-contractors must be sponsored by a Home or Bungalow Owner, the Developer, the Board or an approved General Contractor.
- 2.2 When driving on the Site sub-contractors must have an escort supplied by the sponsor.
- 2.3 Home and Bungalow Owner and Developer sponsored vehicles will be escorted by Security. The escort must have a Rendezvous Bay heavy vehicle operator's license.

## 3 REGISTRATION OF VEHICLES

- 3.1 All vehicles stationed on the Site must be registered with Site Services. Registration will require a brief description of the vehicle, an identification number, and inspection by Site Services Maintenance to verify that the vehicle is road worthy and properly insured.
- 3.2 All vehicles stationed at Rendezvous Bay must be approved by the Board from the perspective of environmental impact on the Site. The Committee will not approve vehicles it considers to be too large or unnecessary to accomplish the approved construction program.
- 3.3 Registration forms must be signed by the contractor and/or vehicle owner who will take responsibility for payment of fines and making good any damage done by the vehicle.

## 4 SPEED LIMITS

- 4.1 Bicycles, golf carts, motor cycles, small trucks and pickups may drive up to 15mph. The maximum speed for all other vehicles (including lawn mowers) is 10mph. There are special rules for oversize vehicles (see below).
- 4.2 Speed will be monitored by the Security Department.

## 5 VEHICLE PRIORITY

- 5.1 Pedestrians and smaller vehicles have the right of way at all times.
- 5.2 If a driver encounters a smaller vehicle or a pedestrian, they should not leave the road. They stop 10 yards in front of the oncoming pedestrian or vehicle and let them drive or walk by. When they have passed by, the driver may resume their trip.
- 5.3 If a driver of a vehicle other than a golf cart meets another vehicle they should not leave the road. They should stop, get out of their vehicle and approach the other driver. They should then decide on a plan to back up and let their vehicles pass each other without going off the paved surface. Golf Carts are the only vehicles allowed to drive off-road to pass a larger vehicle.

## 6 OVERSIZE VEHICLES

- 6.1 Specific approval is required from the Manager of Site Services to move large vehicles over 10 tons, such as excavators and cranes, over the Site. The contractor must make a convincing case that use of the equipment is necessary. If approval is given a specific route and travel time will be established.
- 6.2 Contractors must plan projects so that large vehicles, such as forklifts, do not transport small loads, such as a bag of cement, between the builder's yard and the work site.
- 6.3 All construction vehicles other than employee transportation trucks must remain on the work site overnight and only travel to the contractors' yard to transport full loads of equipment or supplies.
- 6.4 Use of heavy vehicles (over 5 tons) is not permitted on weekends.

## 7 CONTRACTOR ROUTES

- 7.1 Contractors will be allocated permitted vehicle routes to the building site on which they work as determined by the Manager, Site Services. It is up to each contractor to inform their employees of the correct route.

## 8 PAVED ROAD RESTRICTIONS

- 8.1 Vehicles are not permitted to drive off the paved roads. If two vehicles meet they must reverse to a point where they can pass without going off the road.
- 8.2 Drivers may never use the block paver roads unless they have been given specific approval to do so by the Manager of Site Services.
- 8.3 Drivers may never cut corners so that their wheels leave the roadway.
- 8.4 Vehicles unable to negotiate a 30-foot radius at a road junction are too big for Rendezvous Bay and will not receive registration approval.
- 8.5 All damage to paved roads or other areas of Rendezvous Bay will be charged to the contractor at the end of the project or sooner if it can be immediately corrected without the expectation of being repeated.

## 9 UNPAVED ROAD RESTRICTIONS

- 9.1 If a service road does not extend to the destination, the driver should follow the off-road signs set out by the contractor.
- 9.2 If a driver comes to the end of a service road and does not see any signs to a contractor site they must stop and call their contractor on their mobile phone to get instructions.

## 10 DRIVING ON WET GROUND

- 10.1 Vehicles will not be admitted to the Site if the ground on Rendezvous Bay is too wet.
- 10.2 Concrete deliveries must be booked well in advance and an emergency telephone number for the mixing plant must be given to the Manager of Site Services in case a last minute delivery halt is required.
- 10.3 Contractors may not move their vehicles that are already on Site when there is a hold on vehicle admission.

- 10.4 If tires pick up mud that is a good indication the ground is too wet for vehicle operation. Mud carried on to a paved road must be removed immediately by the vehicle operator. The vehicle sponsor will be fined and charged if it is necessary to use the Rendezvous Bay road sweeper to clean dried mud off the road.

## 11 PARKING

- 11.1 Vehicles must be parked inside contractors' yards or on active building sites. Parking is not permitted at other locations, unless specific approval is given by the Manager of Site Services.

## 12 WORK SITE RULES

- 12.1 Contractors must limit the use of the site they are working on to areas within the construction area indicated on drawings in order to minimize damage to the environment and disturbance of the neighbouring Home Owners and Hotel Bungalow Owners.
- 12.2 Contractors must receive advance approval for shutting down any utilities to the work site, as well as any modification to the location of the utilities infrastructure and equipment, from the Manager of Site Services at least 24 hours prior to taking such action.
- 12.3 Contractors or the contracting party must provide transportation for their workers from the Site entrance to the construction site and back to the entrance. Workers are not allowed to walk anywhere on the Site other than on their work site.

## 13 APPROVAL FOR DIGGING HOLES OR TRENCHES

- 13.1 Approval must be obtained from the Site Services Manager before digging any holes or trenches with a backhoe, trencher or other motorized device.

## 14 NIGHT TIME ACCESS

- 14.1 Access to Rendezvous Bay after dark will not be permitted to contractors unless specific permission is provided by Site Services.

## 15 ENVIRONMENTAL RULES

- 15.1 Vehicles may not be the source of excessive noise such as a broken muffler, loud radio, etc.
- 15.2 Engine braking is not allowed.
- 15.3 Littering from any vehicle is strictly prohibited including bottles, paper cups, food scraps, cigarettes, etc.
- 15.4 Vehicles dripping oil or emitting excessive engine fumes will not be allowed on the Site or immediately directed off the Site when they are discovered.

## 16 GARBAGE DISPOSAL

- 16.1 Contractors must not allow garbage to grow into large piles at construction sites or in contractor's yards.
- 16.2 Garbage may not be buried or burned on Rendezvous Bay but must instead be taken to an approved government dumpsite.

## 17 SECURITY RULES

- 17.1 All contractors, their employees and related workers must pass through Security when arriving at Rendezvous Bay and receive a visitor or temporary ID card.
- 17.2 Visitors must sign in and out each time they pass through Security until they receive a temporary ID card, which is required for employees who pass through security at least twice per week.
- 17.3 ID Cards must be visibly worn on the outside clothing of all persons passing through Security. ID Cards may be taken off by contractors' employees once they are on the job site.
- 17.4 Except for situations where a driver is required to exit their vehicle to address oncoming traffic, they must stay inside their vehicle.
- 17.5 All drivers of any motorized vehicle must have a valid Antiguan driver's license rated for that vehicle size.
- 17.6 All vehicles must be insured for third party liability.
- 17.7 All workers must declare anything being removed from the Site to Security at the Entrance to the Site. All vehicles are subject to a thorough inspection by Security.
- 17.8 Contractors must pay for the repair of any damage done to the Site.

## 18 FINES AND DAMAGES

- 18.1 The fines for moving violations are EC\$300 for the first ticket, EC\$500 for the second ticket and EC\$1,000 for the third ticket. Persons with three tickets will not be permitted to operate any vehicle on the Site.
- 18.2 The fine for digging a hole without approval is EC\$1,000 plus the cost of repairing any damage done to the utility infrastructure.
- 18.3 The fine for burning, burying or failing to remove unsightly piles of garbage is EC\$1,000.
- 18.4 The fine for breaking an Environmental Rule is ES\$ 1,000.
- 18.5 The fine for breaking any other Rule is EC\$300.
- 18.6 Fines will be paid by the body sponsoring the individual who breaks the rules.
- 18.7 Any fines or damages not paid within 30 days will result in the barring of the contractor and any of their employees or sub-contractors from Rendezvous Bay until full payment is received.
- 18.8 Anyone who wishes to appeal a fine may do so but only in writing to the Manager of Site Services.





The Community Association Board of Directors shall determine the common expenses of the owners in the Rendezvous Bay Community, and each Home Owner shall be responsible for the payment of these expenses based on a cost-recovery formula.

7.1 Distribution of Expenses between Hotel and Community Association

Upon the commencement of operations at Papaya Hotel & Spa the Community Association Board of Directors shall determine the distribution of expenses between the Hotel and the Rendezvous Bay Residential Community. While costs incurred upon the Hotel property shall be to the account of the Hotel and/or the Hotel Owners Association, it is understood that some costs outside of the Hotel property shall be distributed between the Residential Community and the Hotel. These shall include but not be limited to security, road maintenance, organic park costs, conservation programs, common area maintenance, beach maintenance, local community sponsorship, and local scholarships.

7.2 Distribution of Expenses between Community Home Owners

The distribution of expenses between Community Home Owners shall be first determined by the total square footage of the property owned by the Community member and pro-rated as per the size of each property. The second determination shall be whether a lot is developed or undeveloped. In the case of a developed property, the property shall be deemed to be developed when the building envelope has been completed as approved by the Community Association Board of Directors and/or a designated Design Committee. An undeveloped property shall pay 50% of the common expenses of a developed property until such a time that it is deemed to be developed by the Community Association Board of Directors or its designate.

7.3 Determination of Common Expenses

The Community Association Board of Directors shall determine the common expenses based on costs associated with its responsibilities as defined in section 3.3: (a) managing and maintaining and, to the extent otherwise required, developing the Common Areas, Roadways, Common Beaches, Amenities, and other facilities in the Common Areas, Rendezvous Bay Services Area and Residential Area; (b) paying and collecting taxes and assessments levied against properties owned by it (excluding payment of taxes and assessments applicable to Private Lots or Villas, which shall remain the obligation of the applicable Owner); (c) providing fire prevention and control services, garbage and trash disposal, and such other general services required within Rendezvous Bay as are not then provided by others; (d) insurance, including liability insurance protecting Rendezvous Bay Real Estate Corporation and its agents, and the Community Association Board of Directors and its agents, against liability arising out of functions and activities within Rendezvous Bay; (e) enforcing the provisions contained in this Master Plan, Rendezvous Bay Rules, and the Separate Agreements. Additional common expenses such as a sinking fund for property repair shall be determined by the Community Association Board of Directors in an annual budget that shall be prepared prior to each calendar year for dissemination to the Community Home Owners and stakeholders.

7.4 Timing of Common Expenses

Once an area of development has its basic infrastructure and servicing in place and the residential lots in it are offered for purchase by Rendezvous Bay Real Estate Corporation, the area will be considered eligible for the payment of Common Expenses. While these lots stay in the control of Rendezvous Bay Real Estate Corporation, then Rendezvous Bay Real Estate Corporation will

be responsible for the payment of the Common Expenses associated with these undeveloped lots. When the lots in a serviced residential area have been purchased by individual Home Owners, they will be responsible for these Common Expenses.

#### 7.5 Scholarship and Sponsorship in Local Areas

Each year the Community Association Board of Directors will set a target of ten per cent (10%) of the Community Common Expenses to be used for Scholarship and Sponsorship in the local areas surrounding Rendezvous Bay. The Board will determine to which projects and schools these contributions will be made but the amount determined each year in advance will be treated as any other Common Expense to be paid by the Community Home Owners and Hotel Owners.

#### 7.6 Extraordinary Capital Projects

From time to time in the future the Community Association Board of Directors may determine that an extraordinary Capital Project be undertaken for the benefit of the entire community. This will be determined to be extraordinary if the capital cost exceeds one hundred thousand US dollars (US \$100,00). In the event that the Community Association Board of Directors ratifies such an expense, a vote will be taken amongst the Community Home Owners by email, and if seventy per cent (70%) or more of the Home Owners whom respond within thirty (30) days of such vote are in approval, this extraordinary capital expense shall be treated as a Common Expense of the Home Owners.

#### 7.7 Payment of Common Expenses

Upon the purchase of a lot in Rendezvous Bay, at the time of closing an amount equal to three per cent (3%) of the land purchase price shall be paid the account of the Community Common Expenses by the Purchaser as a pre-payment of Common Expenses to be incurred. In advance of each calendar year the Community Association Board of Directors will issue a statement of the expected common expenses of the Community and the individual amount to be paid by each Home Owner. The Home Owner shall make payment to the account of the Community Common Expenses prior to the start of the calendar year, and if such payment is not received by the first day of the calendar year the Home Owner shall be charged an interest rate of two per cent (2%) monthly until such payment is made. If a period of six (6) month expires in a calendar year without such payment being made with any outstanding interest, the Community Association Board of Directors may at its discretion place a lien on the Home Owners property and begin proceedings for the sale of the Home Owners property to recover outstanding amounts.



## 8 *Home Owners Association*





The purpose of this document is to outline the responsibilities of the Home Owners Association (the “HOA”) for Rendezvous Bay, Antigua and to define its objectives.

The HOA is formed as a legal entity in order to allow for the representation of each of the Home Owners within the overall Rendezvous Bay community. Its objective is to provide a framework in which all Home Owners will be able to elect appointed representatives (the “Representatives”), who will also sit on the broader Community Association Board of Directors.

#### ELECTION OF THE REPRESENTATIVE

The association will be formed by Rendezvous Bay Real Estate Corporation (the “Developer”). Once twenty-five (25) of the available lots within the Rendezvous Bay Development have been conveyed to the owners, the Developer will ask all of the owners and prospective owners for their nominations for Representative, and the person with the three highest amounts of nominations will be voted on by email by all of the owners to elect the Phase One Home Owner Representative.

Upon the sale of the fiftieth (50<sup>th</sup>) freehold property in the residential development, a second representative will be chosen amongst the Home Owners as per the terms previously described and upon the sale of the one seventy-fifth (75<sup>th</sup>) freehold property in the residential development a third representative will be chosen amongst the Home Owners as per the terms previously described.

Elections shall take place every twenty-four (24) months to elect or re-elect the Representative(s). The Rendezvous Bay Community Association will hold the responsibility of providing voting emails and overseeing the election.

#### RESPONSIBILITIES OF REPRESENTATIVE

The mandate of the Representatives is to work with Rendezvous Bay Real Estate Corporation in representing the Home Owners and their concerns, recommend improvements to the Rendezvous Bay development, and sit on the Community Association Board of Directors.

#### PERSONS ENTITLED TO VOTE

Each Home Owner will hold one vote for each lot they own in their own name. Only one vote will be accepted for each lot.

#### INFORMATION FOR THE HOME OWNERS

To allow for complete transparency and information flow, the Representative shall appoint a third party to produce a password protected website which Home Owners may log onto and which will provide them with but not limited to the following:

The budgeted common expenses for the calendar year and actual monthly statement of common expenses incurred.

Any and all decisions made by the Community Association Board of Directors in the management of the Community Association.

Reports on each Board meeting held which is not to be less than twice annually.

The expense to maintain this website will be a Common Expense of the Community Association.  
This document is intended as an explanation of how the Home Owners Association of the Rendezvous Bay development will operate and the Articles of Association that apply to all of the Home Owners. Residential Lot Purchasers signify their agreement to the terms and conditions of the Articles of Association by affixing their signature below:

Executed this      day of      , 20

Residential Lot Identification:

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Purchaser

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Witness

On Behalf of Rendezvous Bay Real Estate Corporation:

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Brian Dobbin, Managing Director

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Witness





RENDEZVOUS BAY  
ANTIGUA

# Master Plan



- |                         |                               |                  |
|-------------------------|-------------------------------|------------------|
| 1 Papaya Hotel & Spa    | 6 Family Park                 | 11 Beach Trail   |
| 2 Residential Homesites | 7 Hiking & Biking Trails      | 12 Amphitheatre  |
| 3 Nature Reserve Area   | 8 Beach House & Tennis        | 13 Water/Wetland |
| 4 Beaches               | 9 English Harbour Access Road | 14 Main Road     |
| 5 Organic Farm          | 10 Entrance                   | 15 Parking       |

