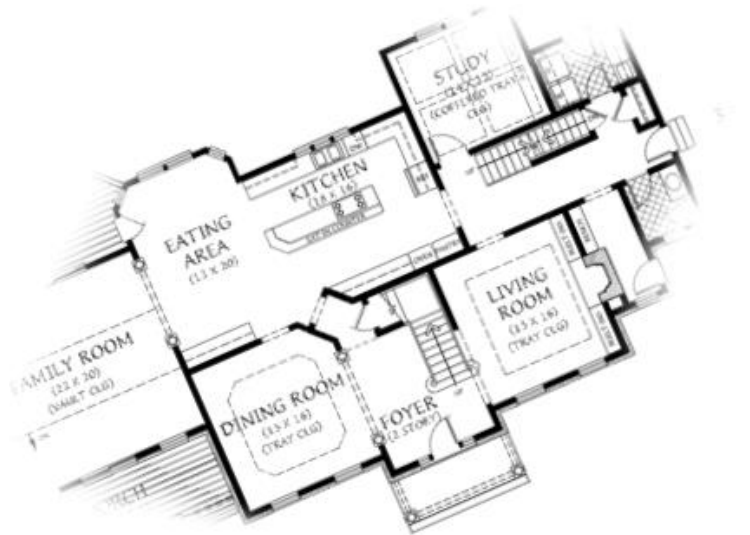


REQUEST FOR PROPOSALS

BIDDING INSTRUCTIONS

in respect of the lands suited
for residential purposes located at
SILVER SANDS, TRELAWNY



December 24, 2020



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DEFINITIONS

The following definitions shall apply to this Bid Document

TERM	DEFINITION
Bid	The offer in response to this Bid Document for the purchase of one of the properties listed in the table under “Invitation to Submit a Bid” owned by Silver Sands Estates Limited located in Duncans, Trelawny which may be accepted by DBJ.
Bidder	A person that submits a Bid in response to this Bid Document.
Business Days	A date, not being a Saturday, Sunday or public holiday, when banks are open for business in Jamaica.
Cabinet	The Cabinet of Ministers of Jamaica appointed pursuant to Section 69 of the Constitution of Jamaica.
DBJ	Development Bank of Jamaica Limited.
GOJ	Government of Jamaica
Preferred Bidder	The Bidder selected following the evaluation of the Bid(s) as the purchaser(s) whose Bid(s) is/are in compliance with the criteria set out herein and has reached or exceeded the Reserve Price.
Privatisation Process	The process contemplated by this Bid Document pursuant to which Bids will be received by DBJ and evaluated for a possible sale of the properties located in Silver Sands Estates, Duncans, Trelawny.
Recognised Financial Institution	Any institution licensed to operate as such in Jamaica or a foreign bank which has its head office or a branch in London, New York, Toronto, Paris, Geneva, Frankfurt or Madrid.
Submission Deadline	Friday, January 22, 2021 at 3:00 p.m. EST or any later time to which the deadline for Bids is extended. Bids submitted after the Submission Deadline will be rejected.
Substantially Responsive	A bid may be declared 'substantially responsive' when the bidder meets the requirements of the bidding documents without material deviation, reservation, or omission.
Valid Identification	Jamaican identification: A valid Jamaican Passport or valid Jamaican Driver's Licence or valid Jamaican Voter's ID. Non-Jamaican identification: A valid Passport or valid Driver's Licence either certified by a Notary Public or Justice of the Peace.
Vendor	Silver Sands Estates Limited
Verified Proof of Funds	Letter/statement from a Recognised Financial Institution AND certified by an official of the Recognised Financial Institution.

Words denoting the singular shall include the plural and vice versa and reference to any gender shall include all other genders.



DISCLAIMER

The purpose of this Bidding Instructions Document (hereinafter referred to as “Bid Document”) is to provide interested parties (hereinafter referred to as “Bidders”) with instructions on how to submit a purchase offer (hereinafter referred to as “the Bid”) for the acquisition for any of the following:

Lot	Volume	Folio	Estimated Area (sq meters)	Reserve Prices JMD
67	1416	870	925.5	\$14,000,000.00
69	1416	871	957.17	\$14,000,000.00
75	1416	873	1,067.19	\$15,100,000.00
77	1416	874	1,033.35	\$15,600,000.00
126B	1078	971	1,010.40	\$23,300,000.00

Please note that a Bidder may bid on any of the properties, one or several but separately. Each offer must be packaged separately and each by itself must meet the criteria set out in this Bid Document.

This Bid Document is not an agreement by Development Bank of Jamaica Limited (hereinafter referred to as “DBJ”) to Bidders or any other person.

This Bid Document has been compiled by DBJ. The recipient of this Bid Document agrees that neither he nor his agent, employee or representative will copy, reproduce or distribute this Bid Document to others either in whole or part without the prior approval of DBJ.

DBJ accepts no liability of any nature whatsoever whether resulting from negligence or otherwise howsoever caused arising from reliance of Bidders upon the statements contained in this Bid Document.

DBJ may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid Document.



INTRODUCTION

Silver Sands Estates is a special villa community, nestled on Jamaica's north coast between two tourist meccas, Ocho Rios and Montego Bay. The site plan is set out at Appendix 1 and the area covers 1,400 acres of lush, gently sloping lands capped by an amazing white sand beach which opens out to the Caribbean Sea. The GOJ through Silver Sands Estates Limited will be divesting five (5) of these properties through RE/MAX Elite by way of this Bid Document.

This Bid Document has been prepared to guide Bidders on the procedure to submit their Bid to DBJ.



INVITATION TO SUBMIT A BID

DBJ, the Vendor, or the GOJ does not bind itself to accept any Bid and reserve the right to reject the Bid submitted in response to this Bid Document.

Composition of the Bid

DBJ, as agent of the GOJ, hereby invites Bidders to submit a Bid which shall include:

- (1) A copy of a Valid Identification (see definition for Valid Identification)
- (2) Verified Proof of Funds (authorized letter/statement/prequalification letter by the Registered Financial Institution) in form and substance acceptable to the Vendor.
- (3) Duly completed (MLS) Offer to Purchase Form (see Appendix 5)

Where the bidder is a nominee or company, the Bid should additionally include:

- (4) A copy of a Certificate of Incorporation or letter of good standing from the Companies Office of Jamaica.
- (5) A copy of a valid Tax Compliant Certificate or Tax Compliant Letter
- (6) A copy of valid identification for the signatories of the company

For the purchase of any of the following lots/properties that are being sold separately at or above the reserved price herein stated.

Lot	Volume	Folio	Estimated Area (sq meters)	Reserve Prices JMD
67*	1416	870	925.5	\$14,000,000.00
69*	1416	871	957.17	\$14,000,000.00
75*	1416	873	1,067.19	\$15,100,000.00
77*	1416	874	1,033.35	\$15,600,000.00
126B	1078	971	1,010.40	\$23,300,000.00

*These are lots that are outside the security gate but the registered proprietors of the lots will have access to the beach, patio and clubhouse subject to payment of a maintenance fee determined by the Silver Sands Cottage Owners Association

The Bid from Bidders must be submitted in accordance with the procedures stipulated in this Bid Document. **The amount offered must be at or above the Reserve Price for the respective property.**

The Bidder's Purchase Offer

The Bid's purchase offer shall include the currency and shall be for a specific dollar value, and not an indicative range. The Proof of Funds shall state the currency it is representing.

Date for Submission of Bid

The deadline date for submission of the Bid Proposal is on or before Friday, 22 January 2021 at 3:00 P.M. EST. The Bid should be addressed as follows:

*Purchase Offer for Lot # [insert lot number], Silver Sands Estates
c/o Development Bank of Jamaica Limited
11A-15 Oxford Road
Kingston 5, Jamaica*



DBJ reserves the exclusive right to extend the bidding period.

Evaluation of the Bid

The Bid will be evaluated taking into account all aspects of the Bid to determine whether they are Substantially Responsive as hereinafter defined. The purpose of the evaluation is to select the Preferred Bidder for each of the properties. The Preferred Bidder for each lot/property will be based on the Bid offering the highest valid offer for that lot/property AND also Substantially Responsive. In the event that two (2) or more bidders' offers are the same for a specific lot/property, the bidders will be notified within five (5) Business Days of the opening and will be invited to submit their best and final offer within five (5) Business Days. The highest valid offer that meets the requirements, will be the winning bid.

Contact Information

For any required clarification regarding this Bid Document, please send queries to privatisationmanager@dbankjm.com with the email captioned **"SALE OF SILVER SANDS LOTS QUERY"**

Any requests for clarification should be submitted to the aforementioned email addresses up to ten (10) Business Days before the Submission Deadline. DBJ will respond electronically to such requests and, for the purpose of ensuring fairness, post the response on its website (including an explanation of the query but without identifying the source of inquiry) so it is available to all interested parties. Only written questions will receive written answers and only written answers will constitute part of the bidding information.

Bidders are not to make any contact with members of the Vendor, DBJ, or the GOJ regarding the content of their offer or any other Bidder's offer. Such inappropriate contact shall lead to disqualification.

Site visits will be coordinated by RE/MAX Elite through our Realtor Associates Mr. Andrew Duncan and Mr. St. Aubyn Clarke.

Provisions of Contract

The Sale Agreement will be prepared in accordance with the contracting rules and practices of the GOJ and based on the agreements proposed and negotiated.

Following the selection of the Preferred Bidder for the properties being sold, DBJ will finalize the terms and conditions of the applicable agreement(s). Such agreement(s) will provide for, inter alia, the satisfaction of various conditions on the part of the successful Bidder prior to the agreement(s) becoming effective and thereafter the delivery of and transfer of the property to the successful bidder.

BIDDER ACKNOWLEDGEMENTS

In submitting a Bid, the Bidder hereby acknowledges and agrees the following:

- (i) Acceptance of the terms of this document (including, but not limited to, those set out in this section under the headings "General Acknowledgements", 'Key Considerations for the Bid', and the "Privatisation Guiding Principles").
- (ii) That, the risk of the state and conditions of the asset will be the sole responsibility of the successful Bidder.



PRIVATISATION GUIDING PRINCIPLES

1. Bidders are invited to submit an offer for the assets offered herein. The Bid will be the basis for selection of the successful Bidder.
2.
 - (a) Defines, for the purposes of this provision, the terms set forth herein are as follows:
 - (i) “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution;
 - (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the GOJ, and includes collusive practices (prior to or after submission of proposals) designed to deprive the GOJ of the benefits of free and open competition, or actually having such an effect;
 - (iii) “Conflict of interest”, whenever an individual or organization possesses competing professional or personal obligations or loyalties or has a personal or financial interest directly or indirectly in a transaction which interest would ordinarily have the tendency to influence the individual or organization to violate its/his duty to act solely in the interest of one party to the transaction. An individual shall declare any interest that may affect or might reasonably be deemed by others to affect impartiality in any matter relevant to the execution of his duties in his capacity as employee, professional advisor, consultant or otherwise;
 - (iv) “Collusive practices” means a scheme or arrangement between two or more Bidders, designed to establish bid prices at artificial, non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract;
 - (v) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract
 - (vi) “Obstructive practice” means:
 - a. Deliberately destroying, falsifying, altering or concealing evidence material to an investigation or making false statements to investigators in order to materially impede an investigation by the GOJ or any organ of government into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent such party from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - b. acts intended to materially impede the exercise of any inspection or audit by any government agency.
 - (b) It is DBJ’s policy as a public body to observe the highest standard of ethics during the execution of the privatisation processes. In pursuance of this policy, DBJ
 - i. Will reject the Bid if it determines that Bidder have engaged in corrupt or fraudulent practices in competing for the asset in question,



- ii. Will disqualify Bidders if it at any time determines that corrupt or fraudulent practices were engaged during the selection process or the execution of sale transaction and/or,
 - iii. Will declare Bidders ineligible, either indefinitely or for a stated period of time, to bid for any GOJ assets if it at any time determines that Bidders have engaged in corrupt or fraudulent practices in competing for, or in executing, a contract;
3. Bidders shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to their Bid.

This document is not an offer to sell, and receipt of the Bid does not commit the GOJ or its representatives to accept the Bid, even if all the requirements stated in this document are met, nor does it limit the GOJ or its representatives the right to negotiate, as it shall determine in its sole discretion.

Failure to respond appropriately to any question or requirement as set out in this document may subject the Bid to disqualification or loss of points in the evaluation process. The representations of Bidders must be in writing and must be factual and will be relied upon in the evaluation process.

KEY CONSIDERATIONS FOR THE BID

Bidders are minded to note the following key considerations for the Bid:

1. Submission Date

Bids are to be submitted no later than **Friday, 22 January 2021, by 3:00 P.M. Eastern Standard Time.**

2. Acceptance of Bid

Prior to evaluation of the Bid(s) DBJ will determine whether the Bid is substantially responsive to the requirements of this document based on a review and evaluation of the information provided by the Bidder.

A Substantially Responsive Bid is defined as one that conforms to all the terms, conditions and specifications of this Bid Document without material deviation or reservation. A material deviation or reservation is one which affects in a substantial way the scope, quality or performance of the proposed transaction or which limits in a substantial way, GOJ's right or Bidders' obligation and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

If the Bid is not substantially responsive, it will be rejected.

3. Clarification of Bids

Where the evaluation team deems it convenient or necessary, it may (but shall not be obliged to) through the DBJ request written clarification from a Bidder for determining whether the Bid is substantially responsive. Whenever such request is made, the Bidder shall provide written clarifications to the DBJ by such date as may be specified by the evaluation team. The response will be submitted in written form, but no change in the essence of the Bid shall be required, offered or permitted. Where there is a discrepancy between amounts in words and figures, the amount in words shall prevail.

4. Waiver of Minor Non-Conformities in Bids

The evaluation team may waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation and which does not prejudice or affect in any respect whatsoever the determination of responsiveness or evaluation of the Bid in accordance with the provisions of this Request for Proposals.

5. Subject to Contract

Bids submitted in response to this document, once accepted by DBJ, are subject to contract. Bids should be unconditional and comply in all respects with the required procedures set out herein.

DBJ may elect to reject any Bid that is NOT Substantially Responsive.



GENERAL ACKNOWLEDGEMENTS

1. DISQUALIFICATION

Bidders (in addition to those stated before) may be disqualified from the process and excluded from further consideration for any of the following reasons:

- a. Receipt of the Bid after the Submission Deadline.
- b. Failure to submit required supporting documentation as required in the Bid before the deadline.
- c. Failure to submit the Bid with information and data provided as required by DBJ.
- d. Material inconsistencies in the information submitted. A “material inconsistency” means an inconsistency or un-explained discrepancy in the material submitted for consideration which, either separately or when combined with other factors would ordinarily influence (whether up or down) the number of points awarded in the evaluation process.
- e. Wilful misrepresentations in the completed submission and supporting documentation.
- f. Conflict of interest of the interested investor or persons who are principal directors or consultants to the interested investor.

2. The engagement in corrupt or collusive practice in connection with the divestment process by the interested Bidder or any person who is a director, employee/ agent of or consultant to the interested Bidder, or otherwise connected to Bidder.

3. INAPPROPRIATE CONTACT

Bidders are not to make any contact with members of DBJ or the GOJ regarding the content of their offer or any other Bidder’s offer. Such inappropriate contact could lead to disqualification.

4. ELIGIBILITY

DBJ will carry out due diligence on the Preferred Bidder to determine eligibility/ suitability and to satisfy itself that the Preferred Bidder is fit and proper. Due diligence may include, but is not limited to, credit checks with external credit agencies/bureaus, commercial banks and other financial institutions, litigation, tax compliance, etc. The DBJ reserves the right to reject proposals from a Bidder who is not deemed Acceptable¹.

All documents submitted by Bidders shall be treated as confidential and will not be returned.

5. By submitting a Proposal, Bidders agree not to make any claim against DBJ, GOJ, or any of their respective advisors or executives, in the event that it is not selected as the Preferred Bidder.

6. DBJ or the GOJ expressly reserve the right to negotiate with any party with respect to the transaction at any time.

7. INTERPRETATIONS, AMENDMENTS AND ADDENDA.

At any time prior to the date of the Submission Deadline DBJ, at its sole discretion, may issue an Addendum which may modify, delete or extend any part of this Bid Document and publication of same will be done on DBJ’s website. Bidders’ late receipt of

¹ “Acceptable” categorization means that no negative results have been returned from any Due Diligence exercise which has been conducted on the Bidder(s).

The GOJ also reserves the right to determine in its sole discretion what Due Diligence results are deemed negative.

any Addendum or failure to acknowledge the receipt of any Addendum shall not relieve the Bidder of being bound by such Addendum.

8. Any interpretation or explanation, if not given in writing by DBJ should not be relied upon.
9. In order to afford Bidders reasonable time in which to take a clarification or amendment into account in preparing the Bid, DBJ may, at its sole discretion, extend the deadline for the submission of the Bid. In such a case notice of the extension will be posted on DBJ's website.
10. DBJ or the GOJ does not bind itself to accept the Bid and also reserves the right to reject the Bid.
11. CURRENCY
Unless otherwise specified, all monetary figures given in this document are expressed in Jamaican dollars. Purchase offers may be denominated in any currency, however for evaluation purposes the conversion of same will be at the Bank of Jamaica's **buying** exchange rate as at on the Submission Deadline. It should be noted that if the offer is accepted the amount to be paid may be higher based on the value received via the currency denoted, but must not be lower than the value as at the Submission Deadline Date in Jamaican dollars.
12. COSTS AND EXPENSES.
Bidders shall bear all costs associated with the preparation and submission of its Bid and the finalization and execution of the transaction. Neither GOJ nor any of its representatives will, in any instance, be responsible or liable for these costs, regardless of the outcome of the bidding process.
13. DBJ and the GOJ expressly disclaim any and all liability for representations,

warranties or statements contained in this Bid Document or in any written material furnished or information orally transmitted to Bidders, excepting only those particular representations and warranties which will be made to the purchaser in a definitive sale agreement when, as and if such agreement is ultimately executed, and subject to such limitations and restrictions as may be contained therein.

14. The Bid will only be considered accepted when a definitive sale agreement shall have been executed by the parties and the deposit paid by the parties. Until such time, the GOJ will not have any obligations to Bidders with respect to effecting a sale, and following such time the GOJ's obligations shall only be as set forth in the executed sale agreement.
15. DBJ and GOJ may negotiate the terms of the Bid made by Bidders.
16. Bidders are required to maintain the contents of this document and all related correspondence in strict confidence. It is a condition precedent to the consideration of Bidders' offer that such Bidder shall observe this confidentiality requirement and ensure that their officers, employees, agents and advisors do likewise.
17. This Bid Document is no more than an invitation to treat and does not constitute either a contract or an offer that is capable of acceptance by any person. The GOJ and its representatives reserve the right to change any term or condition in this Bid Document without recourse to any individual or party.
18. DBJ reserves the right (in its sole and absolute discretion) to suspend, discontinue, modify and/or terminate the selection process at any time. Bidders should be aware that any term

proposed by them which seeks to limit or restrict in any way the discretion of DBJ in the decision process may result in a rejection of the Bid.

19. In submitting the Bid in response to this Bid Document, Bidders expressly waives any right of action it may have against the GOJ and any of its representatives arising out of, or in connection with, the bidding process save and except for gross negligence or wilful misconduct on the part of GOJ and its representatives aforesaid.
20. DBJ is not obliged to accept any of the Bids submitted, and shall not be obliged to provide any reason or explanation for doing so.
21. This Bid Document, the selection process and any and all related documentation shall be governed by and interpreted in accordance with the laws of Jamaica.
22. Bidders warrant to DBJ that the information contained in their Bid in response to this Bid Document shall not be false or misleading.
23. **BINDING BID.**
The Bid submitted in response to this Bid Document may not be withdrawn after it has been submitted. The Bid should be unconditional and comply in all respects with the procedures. DBJ may elect to reject the Bid if it is NOT Substantially Responsive.
24. **PERIOD OF VALIDITY OF PROPOSAL AND DURATION OF THE SELECTION PROCESS.**
The Bid shall remain valid and open for acceptance up to 3:00 p.m. on the 90th day after the Submission Date (i.e. Thursday, 22 April 2021) unless extended by DBJ. The Bid may not be withdrawn, substituted, or modified in the interval between the Submission Date (i.e. Friday, 22 January 2021) and

the expiration of the Bid validity period or any extension of such period. DBJ reserves the right to terminate the Privatisation Process at any time and may elect to invite Bidders to submit another Bid under a subsequent process.

25. **REGISTER FOR RECEIPT OF BIDS.**
The receipt of a Bid will be appropriately marked, registered and entered in a Register maintained by DBJ. The Register will specify the date and time of receipt of the Bid. The name of the person who physically delivered the Bid on behalf of the Bidder will also be entered in the Register. A receipt containing the foregoing particulars will be issued to the person delivering the Bid. The issue of a Receipt shall not be construed as confirmation that the Bid is valid or otherwise compliant with this Bid Document.
26. **LATE BID.**
A Bid submitted after the Submission Date shall be declared late, rejected and returned unopened to the Bidder. Bidders are responsible for the timely delivery and receipt of Bids and no liability shall attach to the GOJ, DBJ or any of their advisors in this regard.
27. **REVOCATION OF BID.**
A Bidder that has submitted a Bid and which is entered in the Register may revoke the Bid at any time prior to the Submission Date by giving notice in writing (“Notice of Revocation”) to DBJ addressed to Development Bank of Jamaica, 11a-15 Oxford Road Kingston 5, Jamaica W.I. to the attention of the Manager, Privatisation. The Notice of Revocation must be delivered before expiration of the Submission Date in order to be effective. The time and date of receipt of a Notice of Revocation shall be recorded in the Register in the same

manner that a Bid is registered above and a receipt for the Notice of Revocation shall be issued to the bearer of the Notice in the same manner and containing the same particulars as a receipt issued to a person delivering a Bid. The time and date of revocation shall be the time and date recorded by DBJ. A revoked Bid will be retained by DBJ.

28. **BID SUBSTITUTED FOR A REVOKED BID.**
A Bidder may substitute a previously submitted Bid at any time prior to the Submission Date, in the manner set out herein. A substitute Bid may be submitted only after revoking a submitted Bid in the manner set out above. A substitute Bid shall have written on the envelope containing the offer: "Bid to Replace Revoked Bid of (Name of Bidder)". The time and date of receipt of the substitute Bid by DBJ will be recorded in the Register in the same manner as explained above and a receipt for the substitute Bid shall be issued to the bearer of the substitute Bid in the same manner and containing the same particulars as a receipt issued to a person delivering a Bid.
29. **AMENDMENTS TO BID.**
Any amendment by way of deletion or insertion in any part of the original Bid must be initialled and dated by Bidder in all copies of the amended Bid. Failure to initial and date an amendment may lead to exclusion of the amendment from the assessment of the responsiveness and compliance or evaluation processes and could lead to rejection or elimination of the Bid.
30. **INCOMPLETE BID.**
An incomplete Bid shall be regarded as not being responsive and not in compliance with the aims, procedures,

terms and conditions and requirements of the privatisation process.

31. **NO BID.**
It shall be regarded that no Bid has been made by Bidders:
- iv. if no Bid has been received by the Submission Date; or
 - v. if the Bid is not Substantially Responsive and has been rejected by DBJ.
32. **PRIVATISATION MAY TAKE PLACE IF THERE IS SINGLE BID.**
Where only one Bid has been received the Bid may be evaluated. If the Bid is Substantially Responsive and accepted by DBJ then DBJ may proceed to finalise an agreement for the sale of the respective property to the Preferred Bidder.
33. **ACT AS PRINCIPAL.**
No Bid shall be accepted where a body corporate or individual submits the Bid "in trust", as "trustee", as "agent" or with any similar qualification or description. A Bidder may submit a Bid only on his/its own behalf.
34. **DBJ RESERVES THE RIGHT TO CHANGE THE SUBMISSION DATE.**
Bidders shall be notified of the change, at the same time and as soon as practicable.
35. **INQUIRIES.**
Bidders agree that DBJ may, without seeking the permission of Bidders, contact any person that is purported to:
- i. have issued a document that forms part of the Bid, or
 - ii. be involved in some manner or associated with the Bid
36. Further, Bidders agree that DBJ may make enquiries about the Bid from that person, including ascertaining whether a document is authentic or confirmation on any matter relating to the Bid.
37. **DUE DILIGENCE**

Bidders are expected to obtain independent professional advice on the state of the properties for sale. Bidders should also familiarize themselves with the covenants of the respective property, the rules and guidelines of the Silver Sands Cottage Owners' Association and any other applicable document such as Appendix 2, 3, and 4.

38. FINALISATION OF SALE AGREEMENTS.

The Preferred Bidder will be requested to finalise the terms of the Sale Agreement within such period as the DBJ may specify.

39. DBJ reserves the right to negotiate the terms of any Bid made by the Preferred Bidder.

40. REASONABLENESS OF EXCLUSIONS OF WARRANTIES AND REPRESENTATIONS. Bidders agree that the exclusion of warranties and representations as provided herein is reasonable.

41. LANGUAGE.

The language of the Bid and all communications and documents in connection with the Bid shall be the English Language.

42. FALSE OR MISLEADING STATEMENTS OR MATERIAL.

At any time during the privatisation Process, if DBJ discovers or has reasonable grounds for suspecting that:

- i. the Bid contains a false or misleading statement or document; or
- ii. the Bid may have an unauthorised signature; or
- iii. the Bid has been altered without the authority or permission of Bidders; or
- iv. the Bid has been forged, obtained by fraud or false representations or under false pretences; or

v. the Bid is submitted in a manner calculated to deceive or mislead; or

vi. the Bid purports to change a previously submitted statement without justification;

then in either case above DBJ may reject the Bid.

43. DBJ expressly disclaims any and all liability for representations, warranties or statements contained in this Bid Document or in any written material furnished or information orally transmitted to Bidders, excepting only those particular representations and warranties which will be made to the Preferred Bidder in a sale agreement when, and if such agreement is ultimately executed, and subject to such limitations and restrictions as may be contained therein.

44. COMMUNICATION OF SELECTION.

On selection of the Preferred Bidder(s), notice of the choice of Preferred Bidder(s) will be sent, to the Bidder(s), at the email address given in the Bid(s).

The notice shall be deemed to have been delivered and received on the date of dispatch.



APPENDICES

DESIGN REGULATIONS

1 Applicability

These Design Regulations apply to all proposed construction, renovation or alterations which are proposed to take place within Silver Sands.

Proposed construction must meet all rules, terms and conditions imposed by or under these Regulations, all terms and conditions imposed by the Trelawny Parish Council, regulations and guidelines imposed by the National Environmental and Planning Agency (NEPA) or any other related Statutory Agency, applicable building codes, all laws of Jamaica, terms and conditions imposed by transfer, contract of sale or other contract, and all restrictive covenants on the certificate of title for the lot or which are applicable to lots in Silver Sands generally by virtue of the fact that it is a scheme.

All construction work at Silver Sands is divided between “Major Work” and “Non-Major Work.”

These Design Regulations apply to all Lots within Silver Sands as of January 1, 2014.

It is acknowledged that SSEL has designated the SSCOA to perform its functions and act on its behalf in respect of these guidelines. SSEL has designated SSCOA to, without limitation, consider and approve construction plans, and to monitor construction so as to ensure that the Owner and/or Contractor conforms to the conditions of Building Approval and with these regulations and other applicable rules.

The SSCOA and the Design Review Committee established under these Regulations may delegate any of their functions and powers under these regulations to any person approved for the purpose by either of them respectively.

2 Definitions and Interpretation

2.1 In these Regulations, the following terms or abbreviations have the meanings set out below:

“Application Fee” means the fee set by the Design Review Committee from time to time, required to be paid to SSCOA to cover the costs of applications for approval of Major Work.

“Contractor” means the sole or general or lead contractor engaged by or on behalf of an Owner to carry out any Work, or who is otherwise doing so.

“DRC” means the Silver Sands Design Review Committee established under these Regulations.

“Lot” means each residential lot of land, within Silver Sands.

“Major Work” means all ~~means all~~ development, construction or alterations undertaken or

proposed to be undertaken on a Lot by or on behalf of an Owner of a Lot in Silver Sands in the course of creating new and/ or replacement buildings or structures (above or below ground), or adding to or altering the footprint or height of existing building/s.

“Non-Major Work” means all construction, renovation and modification work, which is undertaken or planned to be undertaken on a Lot within Silver Sands, which is not Major Work.

“Owner” means the registered proprietor from time to time of a Lot within Silver Sands, whether or not there is a house on such Lot. In the event that a Lot is owned by more than one person, then any one of the co-owners may advise SSCOA in writing that he or she is the Owner, but in the absence of such advice or in the face of contradictory advice from more than one co-owner, then the first named registered proprietor shall be deemed to be the Owner for the purposes herein.

“Silver Sands” or **“SS”** means the gated community known as Silver Sands, in the Parish of Trelawny.

“SSBC” means Silver Sands Beach Club (2010) Limited, including any subsidiary of SSBC.

“SSCOA” means the Silver Sands Cottage Owners Association.

“SSEL” means Silver Sands Estates Limited.

“Work” means both Major and Non-Major Work.

The term “in writing” in the case of SSCOA means (unless otherwise specified) a document in writing signed by the President or Managing Director, and another Committee Member.

“In writing” means hand written or type written document duly signed by the author or submitted electronically or otherwise.

In these Design Regulations, the singular includes the plural and vice versa.

2.2 It is acknowledged that SSCOA and SSEL intend to embark on a “restructuring” of Silver Sands, to be set out in and governed by a Restructuring Agreement entered into between them, and others. In the event that the restructuring under that Agreement becomes effective, the rights, duties and powers of the SSCOA and the SSCOA Executive Committee under these Rules will automatically become rights, duties and powers of SSBC and the SSBC Board of Directors respectively.

3 Silver Sands Design Review Committee

3.1 SSCOA shall establish a Design Review Committee, charged with exercising certain review powers under these Design Regulations. The DRC shall be comprised of: the President of the SSCOA Executive Committee or his/her nominee; the Managing Director of SSCOA; at least one independent professional, either an Architect or a Surveyor familiar with Silver Sands and these rules; one person elected by the SSCOA Annual General Meeting to a term of three years; and any other person co-opted by them from time to time. The DRC may invite

professionals and other persons to attend meetings of the DRC in order to provide advice.

3.2 The DRC shall make recommendations to SSCOA regarding any proposed changes to the Design Regulations, and it shall issue subsidiary rules, be responsible for managing the application process, and for monitoring construction.

3.3 The DRC shall perform its duties in a manner reflective of the following principles:

- ✓ The application process shall be transparent, there shall be an opportunity for the SS community to see and comment on plans for Major Work, and neighbours shall be advised in advance of the nature and timing of such work.
- ✓ The DRC shall act efficiently, and shall aim to consider and respond to queries and plans within a reasonable time.
- ✓ The process shall reflect sound professional advice.
- ✓ The DRC shall give due consideration to preservation of privacy; enforcement of restrictions to facilitate natural light and ventilation; and preservation of important views.
- ✓ The process shall ensure that designs are in accordance with laws, regulations, covenants, these regulations, and prevailing land use, design, environmental and land use standards.

3.4 The DRC shall be entitled, if it deems it advisable, to obtain professional services and advice at the expense of an Owner in respect of that Owner's application or Work.

3.5 Applications for approval of Major Work shall be made by the SSCOA Executive Committee, after receiving recommendations of the DRC. All decisions of the DRC are decisions at first instance, and may be appealed on a timely basis to the SSCOA Executive Committee.

3.6 Communication with the SSCOA in relation to any application or proposed Work shall be conducted through one or more persons appointed for the purpose by the DRC.

3.7 A full application for approval of Major Work, as provided in sections 4 and 5, is required.

3.8 All Work shall be designed and performed in conformity with the Design Guidelines set out in section 6, these Design Regulations generally, and any terms and conditions of approval.

3.9 Acceptance of and adherence to these Design Regulations is a condition of all approvals granted. Continued adherence on a day-by-day basis to these regulations and the Construction Regulations is a condition of the conduct of all Work.

3.10 No approval of any Work will be granted where the Lot is not in good standing in terms

of payment of quarterly assessments. Owners of all Lots undergoing any Work are required to pay quarterly assessments as a condition to approval of plans, and continuation of construction.

4 Requirements for Non-Major Work

4.1 Some Non-Major Work may require advance notice to or permission from the DRC. In particular, advance permission in writing shall be obtained from the DRC (or its authorized representative) for Non-Major Work which consists of: 1) building improvements, modifications, renovations or alterations, whether interior or exterior; 2) site improvements, such as clearing, grading, excavation, paving and landscaping; and 3) installation of satellite dish receiver, alternative energy systems and water storage tanks; 4) any work which can reasonably be expected to involve the use of heavy or noisy or electric or pneumatic equipment.

4.2 Notwithstanding provision 4.1, advance permission is not required if the proposed Non-Major Work is reasonably expected to involve no more than two workers, and will take place over the course of no more than four days.

5 Approval Requirements for Major Work

5.1 All Major Work must be approved in advance in writing by the SSCOA Executive Committee. Approval may be withheld, or may be granted subject to terms and conditions.

5.2 The DRC will consider applications and will make recommendations to the SSCOA Executive in accordance with these Design Guidelines and any further directives of the DRC then in effect.

5.3 Applications for proposed Major Work shall be made to the SSCOA, through from its Design Review Committee. The SSCOA Executive Committee shall consider and if thought fit approve applications for approval of Major Work, based on recommendations of the DRC. Applications which are not approved may be revised and resubmitted.

5.4 The SSCOA Executive Committee shall from time to time set an application fee for Major Work applications, which shall reasonably reflect the SSCOA's internal and external professional costs of considering applications, and monitoring construction.

5.5 No Major Work may be commenced until the Owner has obtained approval at the Final Planning Application stage, as set out below. An application for Final Planning Approval must be made at least 6 months prior to the planned date for commencement of construction.

5.6 No Major Work may be commenced until the Owner has obtained all approvals required by law from the Trelawny Parish Council and any other department of government.

Approval of Major Work must be obtained from the SSCOA prior to the plans being submitted to the Trelawny Parish Council.

6 Application Process

6.1 Depending upon the complexity of the application, Plans may be submitted to the DRC in one or more of the following three (3) stages:

- Informal Enquiry
- Outline Planning Application
- Final Planning Application

Owners should notify the DRC well in advance of their intention to carry out any Major Work. The advance notice period should reflect the extent of the proposed work, but is up to the Owner.

6.2 The Informal Enquiry and Outline Planning Application stages are optional. The Final Planning Application is mandatory for all Major Work. Applicants may submit all the details in a single Final Planning Application, accompanied by the full Application Fee. This obviously has the potential to speed up the process, but there is a greater risk of rejection if there is any aspect which is unacceptable to the DRC. Applicants are strongly recommended to take advantage of the two optional stages, in order to avoid delays which may arise from rejection and the need to revise and resubmit plans, to give neighbours as much notice as possible of impending work, and to avoid the costs and delay in having to redesigning plans.

6.3 The DRC has the right to request any documents or supporting information which would assist it at any stage in its consideration of the proposed development plans.

6.4 Final Planning Approval, and any planning approvals granted prior to the entry into force of these Design Regulations, are valid for 3 years from the date of issue.

6.5 Informal Enquiry

The Informal Enquiry stage is not mandatory. Rather, it is an opportunity that can be very useful to the Owner, allowing him to save time and money by tailoring his overall concepts so that they will have the best chance of being approved.

General comments on the proposed design and siting of a building or extension can also be requested at this stage. Fully developed designs are not expected, as the intention of the Informal Enquiry stage is to quickly respond to basic principals such as **height** and **footprint** of a

proposed structure related to covenants, these Design Regulations and likely acceptability to the DRC. It is also valuable at this early stage to obtain the DRC's views as to an Owner's plans to remove trees.

During the Informal Enquiry stage, the Owner may request a site meeting with a representative of the DRC.

A written response to any queries submitted in writing will be sent to the applicant within 21 days by a representative of the DRC, either providing a response or requesting further information.

The DRC may charge a fee for advice provided and/or any site meetings during the Informal Enquiry stage. This fee will be based on the amount of work required, but will not exceed 20% of the total Application Fee prevailing at the time.

6.6 Outline Planning Application

Applicants are strongly encouraged to submit an Outline Planning Application, which will be formally considered by the DRC.

The intention of the Outline Planning Application stage is to provide an opportunity for immediate neighbours to view and comment on the proposed design, and for the DRC to provide input as to the basic design, siting and landscaping of the proposed building, before the Owner goes to the expense of obtaining detailed design work. In addition, the Outline Planning Application stage represents an opportunity for the Owner to obtain feedback, so as to minimize cost and delay, and to maximize the chances of swift final approval of plans for Major Works.

The DRC may require any or all the following documents, in duplicate:

- ✓ Copy of the duplicate Certificate of Title for the Lot
- ✓ Copies of all transfers and miscellaneous documents filed with the Registrar of Titles in relation to the Lot
- ✓ Recent Surveyor's ID report on the Lot, prepared by a Commissioned Land Surveyor
- ✓ Any relevant sales agreement or transfer document for the Lot and all transfer documents
- ✓ Topographical site survey showing accurate grade levels expressed at 5m intervals over the entire Lot, together with the road levels and ridge heights of adjoining properties, all relating to the Ordinance Datum
- ✓ Block/roof plan at a scale of 1:100/1:50 – in electronic format and hard copy
- ✓ Proposed plan (s) at a scale of 1:100/1:50 – in electronic format and hard copy

- ✓ Proposed elevations at a scale of 1:100/1:50 – in electronic format and hard copy
- ✓ Plans for water storage and sewage treatment and disposal
- ✓ Proposed exterior paint and other materials
- ✓ A brief written description setting out any special design considerations to be taken into account, such as existing trees, the views from neighbors properties, road access, car parking, proposed location of water tanks and other service areas.
- ✓ A construction method statement setting out when the works are programmed to be undertaken and the steps taken to minimize disturbance
- ✓ Fee bringing the total amount paid/payable to 50% of the total Application Fee prevailing.

Additional documents may be provided if the Owner wishes. As well, the DRC may request additional documents to be submitted at this stage.

A written response will be sent to the applicant within 21 days by a representative of the DRC, either providing a response or requesting further information. The DRC has the right to request any information which it considers relevant, at this stage.

Once all material or information required by the DRC has been submitted, the application will be considered “validated”.

Once the application is validated, the DRC will publish a copy of the proposed plans (site plan and elevations) to each of the immediately adjacent Owners. A notice will also be sent to all Owners advising them that an application to conduct Major Works has been submitted for a particular property and that they may, on request, view a copy of the plans. Additionally, the plans will be available for viewing in the SSCOA office at Silver Sands.

Any representations by Owners must be received by the DRC within 21 days of the plans being published, or the Owners advised, whichever is later.

The DRC will collate and consider all the representations of neighbours and other Owners. The DRC will also conduct its own review of the plans and other documents submitted, against the Design Guidelines and the representations received. The DRC shall take professional advice.

The DRC may contact the Applicant suggesting that particular changes be made if these are likely to make the plans acceptable to the DRC. If the DRC views these design changes as significant, it may require that neighbours must be advised and given the opportunity to comment on the revised design.

Within 8 weeks of submission of an Outline Planning Application, the DRC will advise the SSCOA Executive Committee and the Owner if the design appears likely to be recommended for

approval.

Outline Planning Approval is conditional upon the final application being submitted and approved, and may be granted upon any other condition.

6.7 Final Planning Application Stage

Applicants must in all cases submit an application for Final Planning Approval, showing compliance of the final detailed plans with the Design Guidelines, any plans approved previously, and any conditions imposed at Outline Planning Application stage.

The Final Planning Application must be submitted at least 6 months prior to the planned date for start of construction.

The fee for a Final Planning Approval application is 50%, or the unpaid balance, of the full Application Fee, whichever is greater.

Documents required include (without limitation):

- ✓ All documents required for an Outline Planning Application, listed above
- ✓ Detailed drawings and final plans, including full architectural working drawings (site plan, floor plans, sections and elevations, civil engineering (sewage and storm water drainage) and mechanical, electrical and plumbing drawings
- ✓ Landscaping details, including hardscapes, paths, driveways, boundary fencing and gates, as well as soft landscaping (planting schedule)
- ✓ Locations for electric and other poles, JPS meter, water tanks, solar water heater and solar panel details
- ✓ A final construction method statement setting out when the works are programmed to be undertaken and the steps to be taken to minimise nuisance and disturbance, especially noise and dust
- ✓ Copy of these Regulations, signed by the Owner and the Contractor
- ✓ Business and contact details for the Contractor
- ✓ Contact details for the Owner

The procedure and requirements follow the same format as for the Outline Planning Application. Where no Outline Planning Application was validated, the plans will be published to the community at this stage.

Within 8 weeks of submission of a Final Planning Application, the DRC will make its recommendation to the SSCOA Executive Committee. The SSCOA Executive will have 4 weeks after receiving the recommendation to make its final decision. The Owner will receive a Final

Planning Decision Notice from the SSCOA Executive. All Owners will be advised of the issuance of the Final Planning Decision Notice.

Any Owner may appeal a Final Planning Decision by filing with the SSCOA Executive Committee a written appeal, setting out in specifics the matter being appealed against, and the grounds for the appeal. Such an appeal must be filed within two months of the date of the Final Planning Decision Notice, and shall be accompanied by an appeal fee representing the expected costs of the appeal, as determined by the DRC. The SSCOA Executive Committee will refer the matter to a panel of three experts, who will apply these Design Guidelines, and who may ask for further specifics and make a site visit. The panel of experts will be appointed, the first by SSCOA Executive Committee, the second by the Owner, and the third by agreement of the previous two. The panel of experts shall issue their ruling within six months of the matter being referred to them, or where further specifics were requested by them the date on which these were supplied. The panel of experts may, as part of its ruling, require the appeal fee to be borne by SSCOA if it finds that the decision of the SSCOA Executive in the first instance, was grossly unreasonable.

The Final Planning Decision Notice is an important document. This should be kept safely with the certificate of title to the Lot, because a copy of it may be required for any future application under these Design Regulations. Also, future purchasers are likely to request sight of it when the property is sold, as evidence that the building is compliant.

7 Design Guidelines

The following Design Guidelines apply to all Lots in Silver Sands. The DRC is charged with enforcement of the Design Guidelines in this section.

Where designs or structures exist prior to the adoption of the Design Guidelines or any of them, which do not comply with the Design Guidelines as adopted, the DRC will use its discretion in applying the Design Guidelines and requiring modifications or improvements to be made, balancing the interests of the Owner with those of the entire SS community.

Where there are explicit restrictive covenants as to certain matters on a certificate of title, those restrictive covenants will, as a general rule, take precedence over these Design Guidelines in respect of such matters. The Design Guidelines will apply in respect of any matter where there are not explicit restrictive covenants relating to that matter on the title in question.

The DRC will apply the Design Guidelines to all applications for approval of Work.

7.1 Lot layout: Setbacks in respect of all above-ground structures, measured from exterior walls (including structural supports for roofed patios and carports or garages) shall be at least 20' from any boundary bordering on a road, and at least 15' from any other boundary of the Lot. However, where the certificate of title to the Lot explicitly provides for a lesser setback,

then that setback shall prevail. Where the certificate is silent as to setback, then in such case the setback for above-ground structures shall be a minimum of 20' from any boundary bordering on a road, and at least 15' from any other boundary of the Lot. Notwithstanding the foregoing, underground structures (including sewage systems, water tanks and swimming pools not higher than ground level) are subject to a setback of at least 5' from all boundaries. Perimeter walls are permitted up to the boundary.

7.2 **Building height:** Maximum height is determined from the median height of the Lot. Median height of the Lot is defined as the mean of the difference in elevation between the lowest and highest elevation on the Lot, excluding any land area which is so steep that it is deemed not available for construction. The maximum height shall be that set out on the certificate of title for the Lot, except that where the title is silent, the maximum height shall be set by the DRC, based on prevailing heights of the surrounding houses.

7.3 **Lot clearing:** Existing trees of 4" diameter or more should be retained to extent possible. Cutting of such trees is subject to approval of DRC.

7.4 **Lot grading:** should be kept to a minimum, and the result of any necessary grading should maintain a natural appearance, with retaining walls and preservation of vegetation. Edges of any slopes created through grading should blend with existing topography to create natural appearing land form.

7.5 **Retaining walls:** may be used to create usable site areas on sloping topography, to save existing trees, etc. Walls are to be constructed of materials that are native to the site and/or compatible with the construction materials. No colours – white or natural only, use of stone is encouraged. Maximum height of 6' for retaining walls.

7.6 **Underground structures:** shall be adequately reinforced.

7.7 **Drainage:** Grading should direct runoff into existing swales or natural areas capable of accepting run off. Proposed site grading shall not in any manner restrict or interfere with the natural discharge of storm water from any road in Silver Sands. Use of porous material such as interlocking pavers or grass block is highly recommended.

7.8 **Parking:** Requirement for off-street parking for at least two cars. However, for existing houses in Block A, Owners will be expected to do the best they can to provide parking.

7.9 **Gate and Driveway:** Maximum of one gate and one driveway per Lot. Width of driveway shall not to exceed 12'.

7.10 **Fences and walls:** No fence, wall, hedge or other element used within the Lot or to separate the Lot from adjoining property shall be more than 4' in height. No fence, wall or hedge or other construction of any kind facing a roadway shall exceed 3'6" above road level in height. No colours – white or natural only, use of stone is encouraged. No chain link fence

facing roadways.

7.11 **Screening:** Approved walls or fences or landscaping should be used to screen unsightly objects, including (without limitation) gas cylinders, garbage receptacles, water tanks, solar panels and solar heaters, etc. Any outdoor work areas where service activities take place (such as laundry or drying racks) should be screened from public and adjacent neighbour view.

7.12 **Garbage containers:** All trash, rubbish, garbage, etc. should be kept in closed containers, and out of view from public or neighbours. Trash receptacles visible from the road shall be screened. Such screening should be dark green.

7.13 **Erosion control:** Measures to contain erosion during construction and after construction.

7.14 **Planting:** Each Lot shall be planted with a combination of trees, shrubs and ground cover. No artificial plants allowed.

7.15 **Water storage tanks:** All water storage tanks shall be underground, or completely screened from public view or neighbour view and roofed, incorporated into architecture of residence.

7.16 **Mechanical equipment:** Mechanical equipment shall as air conditioners solar panels, solar water heaters, satellite dish receivers, antenna, windmill, etc. shall be installed as an integral part of the architecture whenever possible. Shall not be visible from neighboring residences or from the roadways.

7.17 **Sewage treatment:** Septic tanks of a size suitable for number of bedrooms are required for every house.

7.18 **Waste water:** No waste water, effluent, gray water used for domestic purposes or other water except storm water shall be permitted to flow from the Lot.

7.19 **Garages and carports:** Shall be designed as integral elements of the architecture, with colour, roof height, roof pitch and building materials the same as house.

7.20 **Lighting:** Fixtures should be simple and integrated into building architecture, compatible with SS.

7.21 **Signage:** Signs shall not exceed 2' square. Should convey name of house and, if desired, the Lot number. Signs should be tastefully integrated into architecture of house or into the site landscape or on the perimeter entrance wall.

END OF DESIGN REGULATIONS

Appendix 3 - Construction Regulations, Adopted 2013



CONSTRUCTION REGULATIONS

These regulations apply to all proposed construction, renovation or alterations which is proposed to take place within Silver Sands Estates (“Silver Sands”).

Proposed construction must meet all rules, terms and conditions imposed by or under these Regulations, all terms and conditions imposed by the Trelawny Parish Council, all laws of Jamaica, all covenants, terms and conditions imposed by transfer, contract of sale or other contract, and all restrictive covenants on the certificate of title for the lot or applicable to lots in Silver Sands generally as a scheme.

These regulations apply as of January 1, 2013.

It is acknowledged that SSEL has designated the SSCOA to perform its functions and act on its behalf in respect of these guidelines. SSEL has designated SSCOA to, without limitation, consider and approve construction plans, and to monitor construction so as to ensure that the Owner and/or Contractor conforms with the approval and with these regulations and other applicable rules.

The SSCOA may delegate any of its functions and powers under these regulations to any person approved for the purpose by it.

A. Approval Process - Major Work

A.1. In these Regulations, the term “Major Work” means all development or alterations to be undertaken by or on behalf of an owner (“the Owner”) of a lot in Silver Sands (“the Lot”) in the course of creating new/replacement buildings or structures, or adding to or affecting the footprint or height of existing buildings.

A.2. All Major Work must be approved in advance by the Silver Sands Cottage Owners Association (“SSCOA”), acting on behalf of Silver Sands Estates Limited (“SSEL”).

A.3. Owner must make application for approval of construction plans for Major Work to the SSCOA. The application shall consist of:

- Architectural plans and any other drawings of the proposed work
- Topographical map of the Lot
- Copy of the certificate of title for the Lot
- Copies of all transfers and miscellaneous documents filed with the Registrar of Titles in relation to the Lot
- Any relevant sales agreement for the Lot
- Proposed schedule for construction
- Copy of these Regulations, signed by the Owner and the Contractor
- Business and contact details for the Contractor
- Contact details for the Owner
- Application fee payable to SSCOA for cost of review, approval and monitoring

A.4. The SSCOA has the right to ask for any additional documents or information which would assist it in its consideration of the proposed development plans.

A.5. The SSCOA will consider and approve plans in accordance with these Regulations and any Design Guidelines then in effect. Approval may be withheld, or may be granted subject to terms and conditions. Acceptance of and adherence to these regulations is a condition of all approval. Continued adherence on a day-by-day basis to these regulations is a condition of the conduct of all work.

A.6. No approval of Major Work will be granted where the Lot is not up-to-date with payment of quarterly assessments. Owners of all lots undergoing Major Work are required to pay quarterly assessments as a condition to approval of plans, and continuation of construction.

A.7. Approval of Major Work must be obtained from the SSCOA prior to the plans being submitted to the Trelawny Parish Council.

A.8. **No** Major Work may commence until plans have been approved in writing by both the SSCOA and Trelawny Parish Council.

A.9. All construction plans must conform to covenants, set backs, height restrictions and all other restrictive covenants, conditions and any other restrictions appearing on the certificate of title to the Lot or applicable to lots in Silver Sands generally as a scheme, imposed by the Trelawny Parish Council or any other instrument of the Jamaican Government, imposed by SSCOA as a condition of approval, and any restrictions or conditions stated in any transfer, contract of sale or other contract applicable to the Lot.

A.10. All Major Work shall conform to the approval given.

A.11. Any failure to adhere to the terms and conditions of approval, or any other rule or

regulation or covenant relating to the work shall entitle SSCOA to require all work on the Lot to cease.

A.12. Prior to approval of construction, and in any event prior to commencement of any work on a lot, the lead contractor (“the Contractor”) and the Owner must sign a copy of these regulations, which form part of the terms and agreement of the approval.

B. Construction Scheduling and Notice - Major Work

B.1. After approval by the Trelawny Parish Council, but at least one month prior to commencement of construction, the Contractor must provide to the SSCOA and to owners of all lots adjacent to the Lot on which construction will take place:

- Construction Schedule including planned start and end dates for the activities to be undertaken in the project. The schedule should also include the expected time period for rock excavation work and other similar activities. The Contractor should also indicate the anticipated noise levels during the project. This will allow neighboring owners to take this information into account when scheduling rentals and other guest stays.
- The Contractor’s name, address, name of company, Contractor’s mobile phone number, mobile phone number for any other site manager, and Owner’s name, phone number and email address.

C. Site Management – Major Work

C.1. The Contractor shall hoard the Lot with plyboard to a height of at least eight (8) feet from ground level prior to commencement of Major Work and shall maintain the hoarding throughout the period of construction. Hoarding shall not be unsightly and it shall not encroach on adjacent lots.

C.2. Construction equipment and material must be stored within the boundaries of the Lot and behind hoardings.

C.3. Construction debris, rubbish and garbage shall be stored on the Lot so it is not visible from the road or neighboring lots, and must be removed so often as required for this purpose, but in any event not less than weekly, at the Contractor’s expense.

C.4. Any Lot under construction of Major Work must have permanent or temporary service connections from JPS Co and NWC, and documentary evidence of these must be submitted to the SSCOA in advance of the start of construction.

C.5. There must be a working toilet (permanent or portable) located on the Lot and emptied as needed throughout the period of work.

C.6. The Contractor shall not permit any open fire on the construction site for the

purpose of burning rubbish or any other purpose, except that for the purpose of cooking workers may operate one small, contained “coal pot” which must be located on a clean concrete surface.

C.7. The Contractor shall have a fully equipped first aid kit on site at all times.

D. Construction Workers – Major Work

D.1. The Contractor shall ensure that every person working at the site shall hold a picture identification card, showing (at a minimum) their full legal name, address and date of birth. While in Silver Sands, they shall keep their photo identification card on their person at all times. They shall show the picture identification card to Silver Sands security personnel upon entering the property, and at any other time when requested to do so by security, by the Silver Sands Manager, or by any other person in Silver Sands. Failure to show the picture identification card upon request will be grounds for being banned from Silver Sands and/or work on the entire site being halted.

D.2. Prior to commencement of construction, the Contractor (at his expense) shall issue all workmen to be regularly employed on the site with a construction uniform consisting of a T shirt saying “CONSTRUCTION CREW” in large legible letters on the front and back. The T shirt must be in a specific colour, to be advised by the SSCOA. The Contractor is to ensure that all persons employed, contracted or sub-contracted to do work on the Lot wear their allocated T shirt at all times while on the Silver Sands property.

E. Timing of All Work Whatsoever (Not Limited to Major Work)

E.1. No noisy work is allowed on Sundays, public holidays and the period December 20 through the end of the first week of January. Work may begin back on the second week in January. These days are referred to in these Regulations as “blocked.”

E.2. Work shall only be allowed between the hours of 8:00 a.m. and 5:00 p.m. on days that are not blocked.

E.3. No trucks servicing construction or any work shall be allowed through the gate before 9:00 a.m. or after 4:00 p.m. or at any time on blocked days.

E.4. The Contractor or, in the absence of a contractor, the Owner shall give prior notice to the security supervisor at the Silver Sands main gate of all material deliveries and heavy equipment/machinery deliveries due, and the movement of any rubbish removal trucks. Notwithstanding anything else in these regulations, Owners may arrange for work to be done in their houses on blocked days, provided that: 1) no more than 2 workmen are involved; 2) the work is exclusively interior; 3) the work is not noisy work; and 4) it involves no more than 4 hours per day. Such work is called “Minor Work.”

F. Rules relating to Noise - All Work Whatsoever (Not Limited to Major Work)

- F.1. The Contractor or, in the absence of a contractor, the Owner must make every reasonable effort to contain noise from the site and the workers at all times.
- F.2. At all times, noisy work (including, for example, jack-hammering and the use of electrical or hydraulic tools) will only be permitted after consultation with the Manager and adjacent lot owners.
- F.3. Operation of noise-making equipment such as jack hammers, excavators and tractors shall only be allowed between the hours of 9:00 a.m. and 4:00 p.m. on days that are not blocked.
- F.4. Blasting shall not be used as a method of undertaking rock excavation.
- F.5. Rock excavation may only take place between 15 April and 15 December.
- F.6. The Contractor or, in the absence of a contractor, the Owner must provide to SSCOA a minimum of 3 weeks notice in writing prior to the start of all drilling and rock excavation works (for site preparation, foundations and pits), with an estimate of the duration of such work.

G. Workers - All Work Whatsoever (Not Limited to Major Work)

- G.1. The Contractor or, in the absence of a contractor, the Owner shall cooperate with Silver Sands security personnel and representatives of SSCOA at all times, and shall also ensure that his workers cooperate with Silver Sands security personnel and representatives of SSCOA at all times. Contractors will be held responsible for the behavior of all persons working on the Lot.
- G.2. Workers will not be permitted to stay overnight within Silver Sands. Workers may have access to Silver Sands no earlier than 8:00 a.m. and the Contractor or, in the absence of a contractor, the Owner must ensure that all workers are off the Silver Sands premises by 6:00 p.m. and that they remain off the premises.
- G.3. Notwithstanding the provisions of G.2, the Contractor or, in the absence of a contractor, the Owner may designate one person to reside on the site to act as watchman. The Contractor or, in the absence of a contractor, the Owner shall provide the name and identification information of that person, in advance, in writing, to SSCOA and to the Silver Sands security supervisor at the entrance gate.
- G.4. The Contractor or, in the absence of a contractor, the Owner must submit to SSCOA and the Security Supervisor a list of all the persons employed or working on the Lot, whether they be employees, subcontractors or any other person, prior to expecting any person to be allowed entry. The Contractor or, in the absence of a contractor, the Owner shall keep the list of such persons up-to-date, and will advise SSCOA and the Security Supervisor immediately as to any change in persons working at the site.

G.5. The Security Supervisor at the gate will check the persons entering and leaving the property. Security may refuse entry to any person whose name has not been provided to security in advance.

G.6. The Contractor or, in the absence of a contractor, the Owner shall ensure that workers do not wander away from the Lot at which they are working. Without limitation to the generality of the foregoing, the Clubhouse, Clubhouse patio, the beach, the Bar and Grill, and Villa Mart are out of bounds to all construction workers.

G.7. The Contractor, his employees, subcontractors and all other workers working on the Lot are expected to act with courtesy and decorum, and shall be reasonably quiet. The Contractor or, in the absence of a contractor, the Owner shall ensure that his workers do not interfere with or cause discomfort to the visitors or the occupants of cottages at Silver Sands.

G.8. Construction workers shall at all times obey the law. Without limitation to the generality of this, no person shall possess or use any illegal substance within Silver Sands. No person shall use abusive, loud or indecent language, or engage in any fighting within Silver Sands. No form of weapon shall be carried onto or kept in Silver Sands by any person engaged in construction within Silver Sands.

H. Access to Site/Continuing Conditions – All Work Whatsoever (Not Limited to Major Work)

H.1. SSCOA shall have the right to refuse entry to Silver Sands to any Contractor, subcontractor or any other construction worker where that person and/or the Owners has not complied fully with any of these guidelines.

H.2. SSCOA shall have the right to expel from Silver Sands any Contractor, subcontractor or any other construction worker that does not follow the directions of the security personnel or SSCOA.

H.3. The Contractor and the Owner shall be fully responsible for the conduct of his employees, sub-contractors or any other worker working on the Site.

H.4. The Owner shall be fully responsible for the conduct of the Contractor (if any) and for all persons working on the Owner's Lot.

H.5. Any breach of these Guidelines by any Contractor, subcontractor or any worker working on a Lot shall be grounds for SSCOA to suspend all work on the Lot and to deny all access to Silver Sands for the Contractor, any other person working on the construction, and construction materials.

We, the Owner and Contractor named below, hereby state that we have read and we understand the foregoing Regulations and that, in consideration of approval by the SSCOA of construction plans for the Lot, we hereby agree to abide by the Regulations.

Lot # and Villa Name (if any)

Contractor's Name

Contractor's Signature

Date

Witness

Owner's Name

Owner's Signature

Date

Witness

Appendix 4 – Event Guidelines, Adopted 2016



EVENT GUIDELINES

These Event Guidelines are put forward by Silver Sands Cottage Owners Association Limited (SSCOA), and govern the holding of private events at Venues in Silver Sands.

1. Silver Sands Event Venues

The following Venues at Silver Sands are available to be rented for Events:

- ✓ Beach Park at Lots 1A/1B: an ideal site for tents, dance floor, outdoor entertaining directly on the Silver Sands beach, but away from the clubhouse
- ✓ Beach: the best white sand beach in Jamaica
- ✓ Jetty and Gazebo: an ideal spot for wedding ceremonies
- ✓ Patio: a patio with dance floor, lighting and seating, directly on the beach
- ✓ Patio bar: an exterior, open air bar on the clubhouse patio
- ✓ Clubhouse meeting room: a centrally located, private meeting room facility, with air conditioning and wifi, capable of seating up to 50 persons at one or more central tables
- ✓ Covered lounge area: a central entertainment area, off the patio and with easy access to the beach, clubhouse and Lot 1A/1B
- ✓ Indoor bar: a traditional, wood panelled interior bar with direct access to clubhouse patio
- ✓ Parks at Lots 124 and 298: two landscaped park areas within Silver Sands
- ✓ Mule Pen by the sea (Lot 24)

By appointment, SSCOA can show these spaces to anyone interested. Contact: Mrs. Juliet Benain at silversandscottageowners@aol.com. Telephone 954-7979.

2. The Host

Every Event must have a Host, who shall be responsible for the organisation of the Event, and who shall be charged with making sure that the Event is conducted in accordance with these Guidelines, and for financial and other obligations in connection with the Event. The Host must be at least 21 years of age.

3. Application to SSCOA; Further information

Persons wishing to host an Event at any Event Venue at Silver Sands shall make application to SSCOA at least 14 days in advance of the proposed Event. Applications should be submitted to SSCOA for attention of Mr. Cosma Earle, at Silver Sands, or by email to silversandscottageowners@aol.com. Telephone 954-7979. Applications may be granted or not, and subject to terms and conditions, in the absolute discretion of SSCOA. Requests for information should also be directed to Mr. Earle.

4. Event Contract

SSCOA will prepare an Event Contract, governing use of the Venue and conduct of the Event. The Event Contract incorporates these Event Guidelines and sets out any additional terms and conditions regarding to the Event. The Event Contract must be signed and returned to SSCOA at least 14 days in advance of the Event. SSCOA may require a Guarantor to also sign, guaranteeing the Host's obligations under these Guidelines and the Event Contract.

The Event Contract must be accompanied by all Fees required to be paid at the time of contracting.

5. When

The hours of Events shall be determined on a case-by-case basis on application, but no Event shall go later than 2:00 am. For night parties, music levels shall be reduced significantly (as determined by SSCOA in its discretion) at 11:00 pm.

6. Fees

The Host shall pay fees as follows.

- **Venue Fee:** The Venue Fee will be determined by SSCOA, based on the nature of the Event, the Venue and the number of Guests expected, and the ancillary services/facilities that will be provided by SSCOA. An advance in the amount of fifty percent (50%) of the Event Fee will be payable at the time the signed Event Contract is returned to SSCOA, with the remaining 50% payable at least 24 hours in advance of the Event.
- **Security Deposit:** The Security Deposit shall be paid in full at the time the signed Event Contract is returned to SSCOA. The Security Deposit shall be applied by SSCOA to cover any additional security which SSCOA deems to be warranted during the Event, to clean up rubbish or other waste after the Venue is returned to SSCOA, and to remedy any damage which occurs during or as a result of the Event. If such costs exceed the Security Deposit, the excess shall be paid by the Host (or Guarantor.) If the costs are less than the Security Deposit, the unspent balance shall be returned to the Host within 30 days of the Event.
- **Closure Fee:** If the Host wishes to take over the patio, and bar and grill and to include these in the Event Venue, SSCOA will charge a Closure Fee, to compensate for lost business. SSCOA will post signs indicating that the patio/bar/grill are closed for a private function.

Cancellations: If the Host cancels the booking 14 days or more before the Event, SSCOA shall be entitled to retain 20% of the Venue Fee, but shall refund all other amounts paid to it. If the Host cancels the booking less than 14 days prior to the Event, the Event Fee paid shall not be refundable. If the Event is cancelled due to acts of God or any events beyond the control of either party, then SSCOA shall refund the Event Fee. The Security Deposit shall be refunded in full if the Event does not take place.

If the Host postpones the Event due to weather, SSCOA shall make every effort to accommodate the Event on another date, and shall apply fees paid to the future Event.

Silver Sands Owners are entitled to a discount. Please see Mrs. Benain for details.

7. General Terms and Conditions

The following are terms and conditions that apply to all events, in addition to any special terms set out in the Event Contract.

- 7.1 The maximum number of people permitted to attend an Event is 120 persons.
- 7.2 The Host shall be responsible for all decoration, food drink, music, furniture, lighting, and for clean up. SSCOA shall provide the Venue and security. Extra sanitary facilities (ie "Port-o-Potties") and electricity generator shall be provided by the Host if stipulated by SSCOA based on the Venue and/or number of guests.
- 7.3 The Host shall be present at the Event at all times. It is the responsibility of the Host to ensure compliance on his/her own part and on the part of his/her guests with these Guidelines and any terms set out in the Event Contract.
- 7.4 Neither SSCOA nor Silver Sands Estates Limited (SSEL) shall be liable for any damage or loss of property or injury suffered by the Host or Guests. The Host, his/her agents and Guests may not hold SSCOA or SSEL, or their employees or agents responsible for any claims, actions, liability and expenses in connection with injury, loss or damage arising out of the conduct of the Event or use of the Venue by the Host or Guests.
- 7.5 All persons attending/servicing the Event shall act in a lawful manner at all times.
- 7.6 All children attending the Event (and their safety and behaviour) will be the responsibility of their parents or guardians, and in the absence of these, the Host.
- 7.7 At least 48 hours in advance of the Event, the Host shall provide SSCOA with a list of all Guests and staff attending/servicing the Event, eg:
 - ✓ Event Planner, Decorator
 - ✓ Caterers
 - ✓ Bartenders
 - ✓ Complete list of all Invited Guests (identifying guests staying "off property")
 - ✓ Music providers
 - ✓ Clean-Up personnel
 - ✓ Any other person involved with the Event
- 7.8 Subject to the Event Contract, the Host may have access to the Venue up to 24 hours in advance of the start time for the Event, but in any event prior access to the patio, bar and grill shall not be exclusive.
- 7.9 Music and other noise at an Event must be kept to a level that will not be disturbing to other residents in Silver Sands. Music shall be turned down significantly (as determined by SSCOA) at 11:00 pm.

- 7.10 The Host shall clean and vacate the Venue within 12 hours after the end of the Event and deliver it back to SSCOA in the same condition as before the Event. The Host shall remove all rubbish and garbage from the Silver Sands property, and dispose of it at a legal dump. If and to the extent that the Host fails to clean and vacate the Venue totally within the time stipulated or return it in the condition it was in prior to the Event, this shall be considered damage, to be covered by the Deposit and (in the event of any excess) paid by the Host.
- 7.11 The Host and Guests, when using the Beach, must follow the Silver Sands Beach Rules, posted on the west wall of the changing room. The Host acknowledges the content of the Beach Rules.
- 7.12 The Host shall permit SSCOA (through its representative(s)) and Silver Sands security to enter and observe the Event, in order to monitor the use of the facilities. The Host shall meet with them at any time if so requested to do so, including upon short or no notice and during the Event, and shall cooperate with them.
- 7.13 Host and Guests shall behave in an appropriate manner, bearing in mind that Silver Sands is a family resort. Without limitation, there shall be no unlawful, rude, lewd, violent, disorderly or drunken behaviour. Behaviour which is unacceptable shall be deemed unacceptable in the discretion of SSCOA. In the event of such behaviour, SSCOA may require the offending person(s) to leave the Silver Sands property, and may, in extreme circumstances, and after consulting the Host, halt the Event and require that all Guests leave the property.
- 7.14 Access by Guests to Clubhouse bathrooms, and maintenance and supply of the bathrooms during the Event, shall be addressed in the Event Contract.
- 7.15 The Host agrees to indemnify SSCOA and SSEL, their agents and employees, for any loss or damage or any cost suffered by any of them as a result of anything occurring at or otherwise arising from the Event. If for any reason any dispute arises between the Host and/or Guarantor, and the SSCOA or SSEL and their agents or employees, the Host shall pay the costs including costs of legal representation incurred by SSCOA, SSEL and/or their agents/employees.

END

Appendix 5 – MLS Offer to Purchase Form