

To/  
Directors of Southdown Farm Ltd

Dear Directors,

**Re: Unit No.**

I have read and understand the Rules and Regulations applicable to residents of Southdown Farm Development.

If my application to acquire/sublet the leasehold for Unit No..... is approved by the Board of Directors, I agree to abide by these Rules and Regulations including any changes and additions thereto which the Board of Directors may from time to time adopt in the interest of the leaseholders.

Sincerely,

Signed.....  
Applicant

Signed.....  
Applicant

# SOUTHDOWN FARM LTD

Application for Assignment of Lease Unit #

1. **PRESENT LEASEHOLDER (Owner)**  
Name and addresses of all persons holding an interest in the above Unit at the time of Application:  
Name Address Nationality

(Print).....

2. **PROPOSED PURCHASER**  
Names and addresses of each person seeking an interest in the above Unit. Including other persons to be living at the Unit other than the Proposed Purchaser. (including children and age)

Name Address Nationality

.....  
.....  
.....

Contact Numbers: Tel:#..... E-mail.....  
Vehicle Registration Number to be registered at the Unit.....

3. **TYPE OF DOMESTIC PET (if any) breed and approx weight.....**
4. **Will the Purchaser be living at the Unit or renting.....  
(if renting the Sub-let Application Form MUST be completed)**
5. **If this Application of Assignment of Lease is approved by the Board of Directors, I/We undertake to:**
- a. Deliver to Southdown Farm Ltd. the full name, address and contact numbers of the new owners.
  - b. Advise Southdown Farm Ltd. in writing of the date of the sale of the Unit.
  - c. Pay all outstanding maintenances fees or other charges to the date of sale of the Unit.  
(Note: Maintenance charges are shared equally between all units with the exception of painting and insurance, which are allocated on the basis of the size of each unit"
  - d. Pay monthly maintenance to The Bank of Bermuda Limited, Account name "Condominium Management Account # 1001493140 OR to Managing Agents, Woodbourne Associates Ltd. Outerbridge Building, Pitts Bay Road Pembroke (attention Mrs. Ingrid Botelho)
  - e. Arrange for a sealing fee of \$300 (cheque payable to Southdown Farm Ltd.) for the transfer of and issuing a New Share Certificate and arranging for approval and execution of Assignment of Lease and other ancillary documents.
  - f. Complete and forward a Share Transfer Form to Marion Scaife at [mbscaife@northrock.bm](mailto:mbscaife@northrock.bm) Share Transfer Form will not be issued until a dated, completed and duly stamped Counterpart of the Assignment of the Lease is provided to Southdown Farm Ltd.

Date:..... Signed (Assignor/Owner).....  
Date:..... Signed (Assignee/Purchaser).....

This Application approved by the Board of Southdown Farm Ltd.

Dated:..... Signed..... Director..... Director

**THE FOLLOWING CLAUSE MUST BE INCLUDED IN AN ASSIGNMENT OF  
LEASE WHERE THE UNIT HAS ADDITIONS**

The Company hereby covenants with the Assignee to carry out the maintenance obligations as set out in the Third Schedule to the Head Lease. Any building additions carried out to the original Unit will also be maintained in accordance with the said maintenance obligations but should the building additions fall into disrepair due to poor design of the additions or workmanship at the time the building additions were carried out the Company will not be held responsible or liable for any cost in repairing the same and furthermore should the building additions affect the stability or safety of the original Unit or any adjoining Unit then the Assignee will carry out such repairs to put the original Unit and the adjoining Unit in the condition it was before the commencement of the building Additions.

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## Appendix # 1 Southdown Farm Ltd Rules and Regulations

1. No Tenant shall give lessons in music singing or dancing and no piano or other musical instrument gramophone or other mechanical instrument radio loud speaking singing or any noise whatsoever shall be played used operated or permitted at such hours or in such manner as shall reasonably be objected to by any of the occupiers of any adjoining or adjacent premises or by the Landlord without the permission of the Landlord.
2. If the said premises are entirely on the upper floor of any larger unit the Tenant will keep the floors of the living/dining room the bedrooms and the passages in the said premises covered with felt and carpet to within at the most one foot of each wall except while the same shall be removed for cleaning repairing or decorating the said premises or for some temporary purpose.
3. No Tenant shall throw or permit to be thrown anything whether of a liquid or solid nature from any part of the said premises.
4. Not more than one cat or small dog shall be kept and no Tenant shall keep any bird cat small dog pet or any animal in the said premises or on any part of the Southdown Farm property after reasonable objection is made by the occupier or occupiers of any adjoining or adjacent premises. Tenants shall be responsible for cleaning of the common areas which may be fouled by their animals.
5. No clothes shall be hung up on or from nor carpets rugs mats or clothes be shaken from any windows or balcony and no clothes shall be hung out in any part of Southdown Farm property other than such part thereof as may be specifically reserved for such purpose.
6. No Tenant shall keep any plants on the exterior window sills or place thereon any ornaments or other thing which might impair alter or mar the uniformity or appearance of the Southdown Farm property.
7. No Tenant shall in any way encumber or interfere with the access to or egress from or place or leave rubbish upon any part of the Southdown Farm property used in common with other tenants thereof (other than such part thereof as is specifically reserved for such purpose) nor allow any car cycle boat boating gear perambulator cart bathchair invalid carriage or other vehicle or thing or any goods or package belonging to the Tenant or the Tenant's servants agents or invitees to be placed or remain upon any part of the Southdown Farm property used in common with the other tenants (other than such part thereof as is specifically reserved for such purpose).
8. No Tenant shall use the said premises or permit the same to be used for any purpose of an illegal nature.
9. No Tenant shall fix a radio or television aerial to the exterior of the said premises or to any other part of the Southdown Farm property.
10. No Tenant shall make or allow any person or child under his control to make any undue noise in or about the said premises or (in respect of any part of Southdown Farm used in common with others) play therein or thereon.
11. No Tenant shall permit any water or liquid to soak through the floors of the said premises and in the event of such happening he will without prejudice to the Landlord's rights under this Lease immediately rectify and make good all damage and injury to the premises so affected.
12. In the event of any services which pass through other parts of the unit of which the said premises form part requiring attention the tenant on whose behalf such attention is required may himself or by his workmen have access to such other parts of the said unit as may be strictly necessary for that purpose and he will be responsible for ensuring that no unnecessary inconvenience is caused and that any damage done is forthwith made good in satisfactory manner and at his expense.
13. Not to store or keep any chattels or loose equipment whatsoever on the Southdown Farm property other than in those areas which may be specifically allocated by the Landlord and designated accordingly.
14. Not to do any repairs to any vehicle other than minor maintenance such maintenance only to be carried out in the areas specifically allocated.
15. The Landlord reserves the right to make such other rules and regulations from time to time (either in addition to or by way of substitution for these rules and regulations or any of them) as the Landlord may deem needful for the safety care and cleanliness of the Southdown Farm property or for securing the comfort or convenience of the tenants or sub-tenants of the Southdown Farm property generally but nothing in this Clause contained shall without the prior consent of the Tenant impose on the Tenant the burden or obligation to make increased financial payment.

**SHARE TRANSFER FORM**  
**SOUTHDOWN FARM LTD**

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FULL NAME AND ADDRESS OF  
TRANSFEROR:

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FULL NAME AND ADDRESS OF  
TRANSFeree:

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FULL NAME OF COMPANY:            SOUTHDOWN FARM LTD

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NUMBER AND FULL                    93 Shares of BD\$2.40 each fully paid.

DESCRIPTION OF SHARES:

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CONSIDERATION:                    Nil

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The Transferor hereby transfers to the Transferee the shares described above free of all liens, charges and encumbrances and together with all rights now or hereafter attaching thereto, but subject to the Memorandum of Association and Bye-laws of the Company.

It is hereby declared by the Transferor that the Transferor is [not] Bermudian and by the Transferee that the Transferee is [not] Bermudian.

**DATED:**

Duly signed by or on behalf of:

**THE TRANSFEROR**

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In the presence of:

Signature of witness

Name of witness

Address of witness

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**THE TRANSFeree**

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In the presence of:

Signature of witness

Name of witness

Address of witness

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**Appendix # 2**

**SOUTHDOWN FARM LTD**

Application to Sub-Let Unit No.....

Leaseholder (Owner - Sub-Lessor) .....

Nationality .....

Applicant (Tenant – Sub-Lessee) .....

Nationality .....

Contact Numbers: .....

E-mail address: .....

Car Registration # .....

Domestic animal – breed approx. weight.....

Sub-Lease to commence..... terminate.....

**(Copy of proposed sub-lease to accompany this application)  
If the Sub-Lessor is a Non-Bermudian permission from the Ministry of Labour & Home Affairs is required please attach a copy of the relevant permit.**

Number of rooms furnished as bedrooms .....

All persons (including children) expected to occupy the unit under this application.  
Name Relationship

- .....
1. I understand that as a sub-lessee:
    - (a) Further sub-letting of the unit as a whole or part, is not permitted.
    - (b) Occupancy may not be transferred to any other person.
    - (c) One-quarter of the monthly rent to be forwarded to Woodbourne Associates Ltd. as a deposit to be held on behalf of Southdown Farm Ltd.The one-quarter deposit will be held as security against any damage occasioned by the tenant to the common area surrounding the unit.

Date:..... Signed:..... (Tenant - Sub-Lessee)

This application approved by:

Dated:..... Signed:..... Director

Dated:..... Signed:..... Director

**INSTRUCTIONS FOR COMPLETION OF SUB-LET APPLICATION FORM**

- (i) All forms must be completed in full. The proposed tenant cannot take possession of the Unit until the Application Form has been submitted and signed by two Directors of Southdown Farm Ltd. The Directors meet every other month and the Application Form must be submitted for consideration at the upcoming Board Meeting.
- (ii) A signed and witnessed copy of the proposed Rental Agreement should be forwarded along with the Application Form.
- (iii) The Rental Agreement should be in the name of the tenant who will occupy the unit and not in the name of a Company or Trust. Individual multiple persons renting a Unit will not be considered.
- (iv) Upon submission of the Application Form and the Rental Agreement an amount equivalent to one-quarter of the monthly rent of the Unit will be paid to Southdown Farm Ltd. and held in an escrow account as security for the due performance of all the provisions contained in the Head Lease and the Rules and Regulations of Southdown Farm Ltd.
- (v) Further Rules may be put in place by Southdown Farm Ltd. during the tenancy. The deposit will be returned to the Tenant at the end of the tenancy.

Should the tenant take possession of the Unit before the above conditions have been fulfilled the following shall occur:

- (i) the Owner will be informed in writing that they have parted with possession of the Unit and are in contravention of the provisions contained in clause 3 (10) of the Head Lease.
- (ii) The Tenant will be contacted and informed of the situation.
- (iii) Should the Owner and the Tenant ignore any warnings given as to the rental of the Unit, Southdown Farm Ltd. may if they so wish, arrange for a Notice to Quit to be served on the tenant. All costs incurred will be a debt owing by the Owner to Southdown Farm Ltd.

Dated this                      day of                      200

.....  
Tenant

.....  
Owner.