

**TOWNSHIP COVENANT
OF YE FA OGYAMU**

Communities are built and known by the covenants that their members design and maintain. The purpose of these covenants is to serve as a unifying agent between persons who share a common bond and who, therefore, commit themselves to seeking “the common interest” as a means of securing the well being of the whole. The task of building a community is of course, like all else, easier said than done.

Therefore, in the process of accomplishing this task one method that is used is to remind community members of their obligations to the community through the drafting, dissemination and request that community members commit themselves to uphold guidelines and policies that reflect the direction and spirit that inspired the community and that have been designed to keep its objectives always in focus.

It is within the context of this historical principal of covenants and community building that Fihankra International offers this TOWNSHIP COVENANT, parts of which are the Bylaws of THE TOWNSHIP OF YE FA OGYAMU, Essential Details of Indenture Sub-Lease and Successor (s) and are identified as ATTACHMENTS #1, #2 and #3 respectively. This document is to be read, understood and signed by all landowners who intend to build in the Township of Ye Fa Ogyamu.

Having read and understood the contents of this COVENANT and its attachment(s), I hereby affix my signature to confirm my acceptance of its contents and commit to uphold its principals, guidelines and policies described herein.

LANDOWNER'S _____
Name Signature

LAND TITLE CERTIFICATE NO. _____ PLAT NO. _____ DATE _____

This agreement, made the day of , 20 between Nana Goloi Osakwe D. Akpan, for and on behalf of the Stool and Skin of Fihankra of P. O. Box AB 330, Akosombo, hereinafter called the Assignor of the first part and _____

Name
of _____, hereinafter called the Assignee of the other
Address

part.

WHEREAS the ASSIGNOR, a Traditional Authority, registered as an ASSOCIATION, has acquired a tract of land situated in the Akwamu Traditional Area, for development of a model community known and called the Township of Ye Fa Ogyamu.

AND WHEREAS upon application made by qualified Persons to acquire and develop land into residential, business or farm premises, the ASSIGNOR has allocated Plat (s) Number _____ to the ASSIGNEE.

AND WHEREAS the real property described in Exhibit “A” attached hereto, and by this reference incorporated herein is hereby subjected to the provisions of this COVENANT and shall be held, assigned, occupied and otherwise developed subject to the conditions, restrictions and uses as detailed in this COVENANT, hereinafter set forth, and which are for protecting the value and interest of those for whom the land is now being acquired and for the well being of the descendants and future generations of those now acquiring the land and shall be binding on all persons having any right or interest in all or any portion of the real property now and hereafter made subject hereto, their qualifying heirs, legal representatives, successors and shall inure to the benefit of each Owner of all or any portion thereof.

ARTICLE (1) DEFINITIONS

The following words, when used in this Covenant, or in any supplementary Covenant, shall have the following meanings:

- 1.1 “Administration / Administrators” means the Fihankra Traditional Council alone or in some occasions and on certain issues in consultation with representatives of the Fihankra Community Council”.
- 1.2 “Articles Of Association” means the Articles of Association of The Stool and Skin of Fihankra, filed and registered with the office of the Registrar General, Republic of Ghana, West Africa.
- 1.3 “Bylaws” means the Bylaws of the Township of Ye Fa Ogyamu attached to this Covenant as Attachment # 1 and incorporated herein by this referenced as may be amended from time to time.
- 1.4 “Common Property” means any and all real and personal property and the facilities and improvements located thereon, now or hereafter owned by the Stool and Skin of Fihankra for the common use and enjoyment of the Owners.
- 1.5 “Community” refers to that certain real property normally described as Site “A” and attached hereto as Exhibit “A”, and such additions thereto as may be made by supplementary Covenants as provided for herein.

- 1.6 “Community-Wide Standard” means the standard of conduct, maintenance or other activity generally prevailing in the Community. The Administrators may more specifically determine such standard. Such determination however must be consistent with the Community-Wide Standard originally established and detailed in the Covenant.
- 1.7 “Diasporan African” refers to those persons who are the descendants of Africans born in the Diaspora as a direct result of the trans-Atlantic slave trade.
- 1.8 “Fihankra Community Council” means the association to which every landowner has the right to be a member and to which every owner, presuming that they qualify according to the criteria as detailed in the Covenant, can be elected and serve as a representative and consult with the Fihankra Traditional Council and form the body also known as the Administration or Administrators.
- 1.9 “Fihankra Traditional Council” refers the Customary and traditional authority in whose name the land referred to as Site “A” was acquired and who, by the authority invested in it, is responsible for administering affairs of the Township of Ye Fa Ogyamu.
- 1.10 “Occupant” means any Person occupying all or any portion of a Plat or other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such Property.
- 1.11 “Owner” means the Person or Persons who are the recorded acquirers of the Plat and are therefore, by the authority of this process, the recognized Person or Persons to whom all legal dealings concerning property within the Community, are conducted.
- 1.12 “Person” includes any individual, individually acting in a fiduciary capacity, limited liability company, partnership, or other organizations recognized as a separate legal entity under Ghana law.
- 1.13 “Plat” means that portion of land demarcated by the Administration and identified, whether or not improvements are constructed thereon, as constituting land available or acquired for development by a Diasporan African for residential, commercial or farm purposes. The acquisition of each Plat shall pass to the qualified successor or successors identified by the Owner in the document forming part of this Covenant and entitled, ATTACHMENT # 3 SUCCESSOR (S). (see page 15)

ATTACHMENT #1
BYLAWS
OF
THE TOWNSHIP OF YE FA OGYAMU
As amended on 1 August 2007

ARTICLE (2) GOVERNANCE

HISTORY AND TASKS

The 9 December 1994 purification of the Stool and Skin of Fihankra "...provided for the appointment of a Custodian of Fihankra and the subsequent establishment of a Traditional Council and an International Council of Elders to administer the affairs of Fihankra on behalf of the descendants of Diasporans worldwide." See *A Way Back Home: Reintegrating Africa With Its Diaspora*, pg. 27.

To help bring material formation to the administration of the affairs of Fihankra, it was decided that land would be sought as a seat for the Stool and Skin and to serve as the traditional home, in Ghana, for all Diasporan Africans who wish to relocate. In 1996 land was identified and acquired and thus began the planning and development of the Township of Ye Fa Ogyamu, which when translated from Twi into English means: "We have passed through fire".

Following the installation of the **Fihankra Ahene**, (Chief of Fihankra) in 1997, the Fihankra Traditional Council envisioned that at a time in the future there would be the need to have other advisory bodies to assist it in building the Township's administrative capacity. Therefore, at a meeting of the **International Council Of Elders** in Accra, Ghana in 1999, it was decided that at the appropriate time the **Fihankra Traditional Council (FTC)** would inaugurate an advisory body to be named the **Fihankra Community Council (FCC)**. This body would be comprised of landowners, particularly those who are residents, were financial (current on all Township financial obligations), in compliance with existing policy and bylaws, had previously shown interest in township development issues and finally, had been nominated and elected by their peers. The term of office for FCC members is four years.

Among its most important responsibilities, the FCC would be expected to advise the Traditional Council on issues related to the process of establishing the Bylaws of administering the township, the process of setting annual development priorities, fund raising and setting assessments to be paid by Township residents. It was also decided that as the Township grew the FCC would be tasked to assist the FTC by assuming additional responsibilities.

ARTICLE (3) LAND - GENERAL

3. 1 CATEGORIES

Currently Fihankra offers plats for assessments in the following three categories: **(1) Residential, (2) Commercial and (3) Farm.** During a session of the Traditional Council of the Township of Ye Fa Ogyamu, conducted in October 2005, it was determined that the assessment amounts of Residential and Commercial plats of land now available in the Township of Ye Fa Ogyamu are to be detailed in the ANNUAL RESIDENTIAL AND ASSESSMENT AMOUNTS SCHEDULE for the year in question.

A Diasporan African adult of 21 years or more who completes the required land application documents and pays the first year's Land Assessment and Security and Maintenance Fee may access a single Residential plat of approximately 100ft.x100ft.

Multiple Commercial and Farm plats are readily available to those needing more than one. However, please note of the following: (1) the number of plats is limited and persons interested in securing space in the commercial zoned area of the township are encouraged to apply early and (2) Residential and Commercial plats are zoned for their respective categorical use only. Therefore, there is to be no residing on Commercial plats and no establishing of Commercial enterprises on Residential plats.

3. 2 PLAT REASSIGNMENT POLICY

Fihankra's aim is to build a "Model Community" that will serve as the customary home in Africa for African Diasporans worldwide. In accordance with this aim Fihankra is determined that the community should be developed in a manner that assures a healthy environment as well the maximum security for its residents. Therefore, Fihankra has instituted and published a Bylaw TC/BL01/04, entitled ***Plat Reassignment Policy*** in which each person acquiring a plat is required to begin construction of a facility on the plat (house or business) within 24 months of his or her acquisition.

However, if for any reason the plat owner is unable to begin construction on the plat originally assigned within the time period allowed, the plat originally assigned to the person may be reassigned to another who is immediately prepared to build, and the person to whom the plat was first given will be reassigned another plot whenever he or she is prepared to build.

This policy warrants that as the various neighborhoods develop no resident, nor the community as a whole, will be subjected to being exposed to plats that remain undeveloped for an unreasonable period because a person has acquired a plat that he or she has no early intention of developing.

After having been given, read and understood the above Bylaw every Plat owner resident shall therefore, be required to affix his or her signature to a printed copy of this policy statement.

3.3 PLAT OWNERS' GROUNDS MAINTENANCE POLICY

The management of Fihankra International has determined that to enable it to provide a minimum level of grounds maintenance of your property located at Ye Fa Ogyamu, Fihankra has herewith instituted the policy that all plat owners not currently living at Ye Fa Ogyamu, are required to contribute an annual toward general ground maintenance of common property.

To ensure proper credit to your account please note that this amount appears as a separate item on your Annual Land Assessment notice and should accompany your payment no later than the due date of January 15th of the current year of assessment. TC/BL06/05. Assessments received after the 15th of January attract a penalty of 10% of the assessed amount.

3.4 CONSTRUCTION

(a) Immoveable Property:

Bylaw TC/BL08/06 states that “ In compliance with the terms of the Indenture received by every landowner upon reaching the LINTEL construction stage, the FTC has defined that within the context of Clause (e), line three of the Indenture, the reference to”...complete the same in a substantial and workmanship manner...” means among others to be defined in the future, that each plat must have constructed upon it, immovable property covering at least twenty-five (25 %) percent of its area to be considered as complete and in compliance with this clause of the Indenture.

(b) Fihankra Development Company:

Fihankra Development Company (FDC) is the associate Real Estate Developer for Fihankra Traditional Council (FTC). FDC will be responsible for the installation of utilities and infrastructure within residential areas of Ye Fa Ogyamu. All construction of institutions and other facilities within non-residential areas of Ye Fa Ogyamu will be the responsibility of FDC.

(c) Landowner

Landowners will be responsible for the construction of their homes within the residential areas of Ye Fa Ogyamu, which includes, but not limited to, selecting their contractor to build their home according to the building codes of FDC.

Landowners are responsible for paying in full, prior to construction of their home, the fee to provide

1. Utilities: light poles and water pipes to service their plot
2. Infrastructure: roads, gutters and sidewalks to service their plot
3. Administrative cost: Indenture (Deed), Utility connection fees and management fee to service their plot

Fihankra Community Council (FCC) will be tasked to receive payments on behalf of FDC to provide utility and infrastructure to Land owners. FDC and Fihankra Community Council (FCC) will work closely towards finding the most reasonable prices to provide infrastructure and utility services to Landowners

TC/BL03/011

3. 5 NON-PERMANENT OR ABSENTEE HOMEOWNERS' GROUNDS MAINTENANCE, UTILITIES AND SECURITY

The Traditional Council has determined that to enable it to continue providing a minimum level of security and maintenance of the exterior of the property of non-permanent or absent residents of Ye Fa Ogyamu, it shall herewith institute Bylaw TC/BL02/04 entitled **Non-Permanent or Absentee Homeowners' Grounds Maintenance, Utilities and Security Policy.**

As per this Bylaw all homeowners, within this category, must contribute an annual amount **per plat**, toward the grounds maintenance of their homes. ***To ensure proper credit to your account please note that this amount appears is a separate item that should accompany your Annual Land Assessment payment that is due no later than January 15th of the current year of assessment. TC/BL06/05***

In addition, if electricity and or water have also been extended to your property, each homeowner is requested to deposit with management an amount equal to 12 months of their utility(s) bill to enable the administrator's timely payment of the homeowner's electrical and/or utility(s) services obligations.

FI/FDC/8/04

3. 6 PERMANENT RESIDENT HOMEOWNERS' GROUNDS MAINTENANCE

Permanent residents are expected to play the key role in assisting to maintain Ye Fa Ogyamu as a model community in which the health and security of every resident is paramount. In this respect, each homeowner is required to either join his or her local Neighborhood Ground Maintenance Group (NGMG) or alternatively, commit to maintaining his or her private residential or commercial grounds within the standards set by the Traditional Council. These standards are to be applied whether the owner is a permanent or non-permanent resident and are detailed in the Traditional Council Bylaw TC/BL03/04 entitled **Residential And Commercial Ground Maintenance Standards.**

ARTICLE (4) ASSESSMENTS

4. 1 PURPOSE OF ASSESSMENTS

The assessments and fees provided for herein shall be used for the general purposes of promoting the health, safety, welfare, common benefit, and enjoyment of the landowners.

4. 2 ANNUAL LAND ASSESSMENT

The Annual Land Assessment is a variable cost and therefore, is subject to annual review by the Fihankra Traditional Council in consultation with the Fihankra Community Council, and its advisors at least 120 days in advance of the annual review.

The Annual Assessment shall be based upon projections of recurring costs, new and unfinished development projects as well as debt incurred prior to the assessment period, as well as that

scheduled for subsequent periods. The assessment is due by the 15th of January of the year for which the assessment is made. Assessments received after the 15th of January of that year attract a penalty of 10% of the assessed amount and interest as prescribed by applicable Bylaws TC/BL05/04),

4.3 DELINQUENT LAND ASSESSMENT REASSIGNMENT

(a) Assessments not received by the 15th of February of the year for which they are due, shall be declared **Delinquent** and attract a **penalty of 10%** of the total amount outstanding. The total amount is then added to the owner's bill and becomes immediately due.

(b) If full payment of the outstanding Annual Land Assessment amount, including all penalties thereto, remain unpaid **twelve months** following due date of the year for which they are intended, Land owner

(c) For those assessments not received within **twelve months** following the date the Annual Land Assessment was declared **Delinquent**, an additional penalty of **50%** of the outstanding amount shall be added to the owner's bill and shall be immediately due by the owner of the effected property.

(d) If full payment, including all penalties thereto, remain unpaid **twenty-four months** after the effected property was first declared **Delinquent** an additional penalty of **150%** of the total unpaid amount shall be added to the owner's bill and shall be immediately due.

(e) If full payment, including all penalties thereto, remain unpaid **thirty-six months** after the effected property was first declared **Delinquent**, the effected property **may be offered for sale**, along with all buildings attached thereto for an amount not less than the unpaid Assessments plus all accrued penalties and administrative fees in addition to the minimum assessed cost of the value of the buildings attached thereto, **unless immediate action to redeem property is taken**. The section of this Bylaw numbered, TC/BL05/04, and entitled **Delinquent Land Assessment Reassignment** becomes effective from 15 October 2004, the first date of its publication.

4.4 FAILURE TO ASSESS

The omission or failure of Fihankra International to fix the assessment amounts or fees or to deliver or mail to each landowner as assessment notice shall not be deemed a waiver, modification, or release of any landowner from the obligation to pay assessments and fees. In such event each landowner shall continue to pay assessments on the same basis as for the last year for which an assessment was made, if any, until the a new assessment is made, at which time any shortfalls in collections may be assessed retroactively.

ARTICLE (5) LAND - USE AND RESTRICTIONS

5.1 LEASING

Structures erected upon plats may be leased for residential purposes. Unless otherwise provided by the FTC, all leases shall require, without limitation, that the Occupants acknowledge receipt of a copy of the Covenant and the Bylaws. Lease shall also obligate the Occupants to comply with all provisions of the foregoing.

5. 2 ENTRANCES AND EXITS

All entrances and exits to the residential areas and between the residential and the business area of the Township are to be clearly marked by security stations and manned by Fihankra security personnel. All persons, including residents, business owners, visitors and employees are expected to use these entrances and exits only. Those persons using unapproved entrances and exits shall be considered to be in violation of the provisions of the Township Security Codes and shall be first cautioned and on the second instance further and appropriate steps shall be taken according to the Security Codes earlier referred.

5. 3 SIGHT DISTANCE AT INTERSECTIONS

All property located at the street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall hedge, shrub or other planting or thing shall be placed or permitted to remain where, in the opinion of the Administrators, it would create an unsafe condition

5. 4 VEHICLES: PARKING

Vehicles shall be parked only in the appropriate parking spaces serving the plats or other designated areas, if any. No vehicle shall be left or parked in a common area of the community, except in a garage or other area designated by the FTC or other body authorized by the FTC to do so.

5. 5 CLOTHESLINES

Clotheslines, of any type, shall be permitted only in the back of residences and shall not appear visible from the roadside.

5. 6 SIGNS

No signs, public displays, exhibitions, suggesting business activities of any kind, shall be erected upon plats within the residential areas of the township without the prior written consent of the Architectural Committee of the Fihankra Traditional Council. Notwithstanding the forgoing, landowners shall have the right to erect reasonable and appropriate signs, consistent with the Community-Wide Standards set by the Architectural Committee and required by legal proceedings. The FTC may, on the recommendation of the committee impose a fine of One-Hundred and Fifty (\$150.00) Dollars for any display in violation of this provision that is not removed within twenty-four hours after written demand is delivered to the landowner.

5. 7 ANIMALS, FIREARMS

The Traditional Council (TC) in accordance with its aim of promoting the development of a peaceful, harmonious community in which each resident's need for peace, security and health is respected, hereby enacts Bylaw TC/BL04/04, in which it is expressly prohibited within the confines of Ye Fa Ogyamu to:

- (a) Keep or shelter any traditional farm animal, except a chicken or rooster, on, or at any residential or commercial property;
- (b) Keep or shelter any species of animal that has been determined to possess lethal or poisonous venom;
- (c) Keep or shelter any animal of the canine species that has historically been bred, either as an attack animal or has gained the reputation in contemporary times as being generally vicious. Regardless of the species all dogs, at all times, must be confined within the

- property boundaries of their resident owner, unless the dog is on a leash and in the presence of the resident.
- (d) Possess any firearm that has not been registered with the appropriate police licensing authority at the Asuogyaman District Police headquarters at Akosombo.
 - (e) Display outside of one's residence any registered firearm, except as it is in transit to or from a location at which it is intended that such firearm will be lawfully used or displayed.

5. 8 TOWNSHIP PURCHASES OF GOODS AND SERVICES

The Fihankra Traditional Council has committed itself to promote economic development and expansion of business enterprises housed in the commercial district of Ye Fa Ogyamu Township. Accordingly, the FTC hereby enacts TC/ BL/12/06 that states, "All businesses located at Ye Fa Ogyamu are encouraged to inform the Traditional Council of the various services or products they have available. In addition to knowing about the product offerings of the various businesses, all prospective suppliers are also encouraged to be current with payment of all their financial obligations to the Township, as the office of the treasurer will be consulted on all Township purchases and being financially current is a requirement before Fihankra will purchase any goods or services from a business district occupant".

5. 9 NUISANCE

It shall be the responsibility of each owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on a plat. No noxious or offensive activity shall be carried on within the community or other condition that will or might disturb the peace, safety, comfort or serenity of the occupants or surrounding property, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property. Without limiting the generality of the foregoing, no speaker, horn, whistle siren, bell amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Plat without the specific written exception having been provided by the administration

5.10 DAMAGE CAUSED BY OWNER OR OCCUPANT

In the event of damage being caused, either accidentally or intentionally, by any Owner, Occupant or a guest or visitor of an Owner or Occupant, to any common property or property belonging to another Owner or occupant, the Owner, Occupant, guest or visitor causing the damage shall be held responsible for the repair, replacement and return of the damaged location or property to a state as agreed upon and considered acceptable by the administration within thirty (30) days of the date the damage was caused.

5.11 AMENDMENTS

Any of the provisions detailed in this Covenant, or its Attachments, may at any time or times be amended by a recorded notice, in writing, to the owner or occupant of the property as described herein.

5. 12 ENFORCEMENT

Each owner and occupant shall comply strictly with the provisions of the Covenant and the Bylaws therein, as amended or modified from time to time.

5.13 SEVERABILITY

Wherever possible, each provision of this Covenant shall be interpreted in such manner as to be effective and valid. However, if anyone or more of the restrictions or Bylaws imposed in this Covenant herein are declared invalid by any order of any court having jurisdiction, such invalidation shall in no way affect any other restrictions herein contained, all of which shall remain in full force and effect, each being treated as a separate instrument and to this end, the provisions of this Covenant are declared to be severable.

5.14 EASEMENTS FOR UTILITIES, MAINTENANCE, EMERGENCY

The administration of the township shall have the right, but not the obligation, to enter upon, across, above and under any property within the community for access, egress, installation, alteration, repairing, replacing, and maintaining all utilities serving the community. Moreover, the administration shall have the right, but not the obligation, to enter upon, across, above and under any property within the community for security and safety reasons and to inspect for the purpose of ensuring compliance with the Covenants, Bylaws and rules, which might be exercised by the administration, or by policemen, firemen or similar personnel in performing their normal responsibilities. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the owner.

5.15 EASEMENTS FOR USE AND ENJOYMENT

Every Owner shall have the right and easement of ingress and egress, use and enjoyment by the Owner and the Occupants of the Owner's Plat in and to the Common Property which shall be appurtenant to and shall pass with the acquisition to each Plat, subject to the following:

- (a) the right of the administration to spend the rights of an Owner to use the Common Property, if any, for any period during which any pass due assessment against any Plat of the Owner remains unpaid;
- (b) the right of the Administration, following consultation with the Fihankra Community Council, to borrow money to for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon.

5.16 WALLS AND FENCES

Because of the general planned design and scenic layout of Ye Fa Ogyamu, with undulating terraces of lavish mountain and river views, it is considered that walls and fences should not be encouraged, especially in the residential areas. However, as a landowner the final decision to erect or not to erect a wall or fence is yours to make Notwithstanding this fact, for the purpose of securing the interest of the whole Community and insuring that any wall or fence does not obstruct the scenic view of others, the placement, height and transparency of any wall or fence to be erected must be a joint decision made by the Administration and Owner. Moreover, for the purpose of clarity and precision, a sketch of the proposed wall or fence must be submitted for consideration and approval. Having stated this, the wall or fence design shall reflect a wall that stands no taller than three (3) feet from the ground surface, and if extended taller than three (3) feet the materials used must be transparent and the total height of the wall plus attached fence shall be no taller than four (4) feet at its tallest point

5.17 EXCLUSIVE RIGHTS OF OWNER

In accordance with the intent of the INDENTURE SUB-LEASE and the provisions of this Covenant in which the administration has responsibility and obligation, the Owner/Developer of each Plat has the exclusive right to determine aspects of the construction and condition of his or her Plat. Therefore, in the absence of the Owner, No Person shall have the authority to take any decision or to act in any manner with respect to property of which they are not the Owner. The exception in this policy can only be permitted following the receipt by the Administration of a signed letter from the Owner bearing his or her signature and including the signature and seal of a Notary Public or Commissioner of Oaths, and in which the Owner identifies the person and the powers to be given, and attesting that the Owner agrees to bear full responsibility for any damage or other breaches of the Covenant that may occur as a result of the powers invested in the person or persons to whom the powers referenced in the letter are being invested.

5.18 NOTICES

Notices provided for in this document shall be in writing, and shall be addressed to the postal address provided by the owner. The time period in which a response to and such Notice must be given or any action taken with respect thereto, shall commence to run from the date of personal delivery or receipt on the return receipt of the Notice by the addressee. Rejection or other refusal to accept or the inability to deliver because of change address or which no Notice was given shall be deemed to be receipt of the Notice sent.

5.19 VARIANCES

Notwithstanding anything to the contrary contained herein, the FTC shall be authorized to grant individual variances from any of the provisions of these Covenants, Bylaws and Attachments thereto, if it determines that the waiver of application or enforcement of the provisions in a particular case is warranted and would not be inconsistent with the overall scheme of development for the Township.

5.20 LITIGATION

The administrators of Ye Fa Ogyamu shall not commence any judicial proceedings without first making an effort to solve a problem through conciliatory methods that may include but shall not be limited to efforts of arbitration. However, if all attempts fail Fihankra will initiate litigation and pursue legal resolution of any outstanding matter as soon as possible.

Contact: Fihankra International, P.O. Box AB 330, Akosombo, Ghana
Telephones: (233) 244-652-602 / (233) 244 -955-650 / (233) 244-851-294
E-mail: hq@fihankrainternational.org
www.fihankrainternational.org

ATTACHMENT #2

ESSENTIAL DETAILS OF INDENTURE SUB-LEASE

WITNESSETH that in consideration that the SUB-LEESEE is current in payments of Fihankra's ANNUAL LAND ASSESSMENTS AND FEES and herein commits to promptly pay subsequent assessments without further notice, and failing to do so accepts that he/she shall be considered to have violated the terms of this SUB-LEASE and thus shall become subject to the full effect of the laws of the Republic of Ghana in respect to leases and land agreements, and the fact that the SUB-LEESEE, being a DIASPORAN, who by definition, is a descendant of an African born in the Diaspora as a direct result of the trans-Atlantic slave trade, and therefore, a qualified citizen of the STOOL AND SKIN OF FIHANKRA, hereby reserved and of the covenants and conditions hereinafter contained and on the part of the LEESEE to be observed and performed, the SUB-LEESSOR hereby DEMISES UNTO the SUB-LEESEE ALL THAT PIECE OR PARCEL OF LAND identified as PLOT(S)-----

TO HOLD unto SUB-LEESEE for the term of----- () YEARS from the ---- day of -----200 determinable nevertheless as hereinafter provided YIELDING and PAYING therefore unto the SUB-LESSOR or his duly authorized agent during the said term the ANNUAL LAND ASSESSMENT, payable in advance on the 1st DAY OF JANUARY in every year the first payment in respect of the first months of the said term having been made on or before the execution of these presents, PROVIDED that the ANNUAL LAND ASSESSMENT, hereby reserved, shall be subject to revision after every ONE (1) year of the term AND THAT the SUB-LEESEE, to the extent that the obligations may continue throughout the term and with the option to renew for further terms to be determined by the parties concerned, hereby created covenants with the SUB-LEESOR as follows:-

(a) SUB-LEESEE hereby covenants to utilize the land to:

b) SUB-LESSEE and his or her Diasporan or other African family members shall be allowed free and peaceful occupancy of the land,

(c) SUB-LEESEE to pay the said ANNUAL LAND ASSESSMENT at the times and in the manner aforesaid without any deductions whatsoever;

(d) SUB-LEESEE shall pay interest on all assessment arrears as prescribed by applicable TOWNSHIP OF YE FA OGYAMU Bylaws and such interest and properties as may become delinquent may be recovered by legal means with SUB-LEESSEE paying costs;

(e) SUB-LEESEE shall commence the construction of the residential or commercial facility, depending upon the area in which the plat is located, upon the said demised premises within three (3) years from the date of his or her FIHANKRA LAND TITLE CERTIFICATE and must, within four (4) years from the same date, complete the same in a substantial and kmanlike manner with the best materials of their several kinds and in conformity, in every respect, with the attached Fihankra Development Company Ltd. Dwelling Construction Circulars as well as building plans, elevations, sections and specifications previously approved by the Asuogyaman District Assembly and not to alter the structure of or add to the said building or buildings nor erect any other building or structure without first obtaining like approval;

(f) SUB-LEESEE herewith, takes note that the land that he or she has acquired is not for sale. Therefore, SUB-LEESEE shall, in the event that he or she decides to surrender his or

her interest in the land, inform the Treasurer of Fihankra International, in writing, to obtain all relevant details related to this procedure;

(g) Furthermore, SUB-LEESEE shall not sub-lease nor rent the land without reference and approval of the SUB-LEESOR, nor shall SUB-LEESEE otherwise parcel the land, or any structure erected upon the land to any person otherwise ineligible to be a landowner of Ye Fa Ogyamu, nor amend the use of the land from that originally intended, for any period whatsoever and;

(h) SUB-LEESEE further agrees and covenants that he or she shall cease with immediate effect, any business activity upon the land or within any facility thereof, should, at any time the Lands Committee of the Stool and Skin of FIHANKRA determine that the said business activity is contrary to the original purpose for which the STOOL and SKIN acquired the land or poses a threat to the health of those persons, either directly or indirectly impacted by such activity, or to the environment;

ATTACHMENT # 3

SUCCESSOR (S)

The land and property you have acquired, located at the Township of Ye Fa Ogyamu, is a valuable asset. Therefore, to avoid any possible future legal challenges to your chosen successor (s), in whom you are entrusting the interest of your property, you are required to complete and sign the following Declaration Of Succession.

DECLARATION OF SUCCESSION

I _____, owner of Plat No. _____, located in the

Name

Township of Ye Fa Ogyamu, hereby declare that in the event of my death, my successor (s) to

the interest in the Plat described above shall be: _____,

Name

whose address is _____ and _____

Name

whose address is _____.

I understand and confirm, by the signature affixed below, that the person identified herein is both eligible and qualified to be a landowner according to the statutory requirements in the Bylaws and Indenture Sub-Lease of the Township of ye Fa Ogyamu.

Signed: _____ Date: _____

Witness: _____

PROOF OF NOTARY PUBLIC / COMMISSIONER FOR OATHS

I, _____ of _____, make oath and say that on

the _____ day of _____, 20 , I was present and saw

_____ duly execute the instrument now produced to me and marked

“Attachment #3 ” and that the said _____ can read and write.

Sworn at _____ this _____ day of _____, 20 .

DEPONENT _____.

BEFORE ME

NOTARY PUBLIC / COMMISSIONER FOR OATHS