

Bahamia

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO

EXCEPTING AND RESERVING unto the Vendor The Grand Bahama Development Company Limited The Grand Bahama Port Authority, Limited and The Grand Bahama Utility Company Limited and their respective assigns and successors in title owner or owners operator or operators for the time being respectively of the water electricity sewer and telephone supply and service undertakings and systems in the area and of the lands and hereditaments comprised in such undertakings and systems the easements rights and privileges of laying erecting inspecting maintaining repairing replacing and renewing all such cables pipes lines conduits wires poles and other apparatus on under and over the area designated on the said diagram or plat or plan hereto attached as "utility easements" as may be necessary or desirable for the purpose of furnishing and maintaining water electricity and telephone supplies and services to the Subdivision and every part thereof and the furnishing and maintaining of drainage systems and facilities therefor together with all such easements rights and privileges of entering upon excavating and breaking open the surface of the said hereditaments hereby assured and otherwise may be necessary or desirable for or in connection with any of the foregoing purposes the Vendor the said The Grand Bahama Development Company Limited the said The Grand Bahama Port Authority, Limited and the said The Grand Bahama Utility Company Limited and their successors in title as aforesaid doing no unnecessary damage to any building or improvement in the exercise of such easements rights or privileges and restoring and making good the surface of any part of the said hereditaments broken or excavated in any such exercise as aforesaid.

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

1. **USE.** No trade manufacturing business or commercial undertaking (including the business of a guest house proprietor boarding house keeper or hotel operator) nor any professional undertaking shall be carried on on any lot block or parcel of land in the subdivision nor shall any such lot block or parcel of land be used for any purposes other than residential purposes including the construction or operation of residential apartments where permitted by the provisions of paragraph 29, 32, 35 hereof.
2. **WALLS AND FENCES.** No boundary walls or fences may be erected on any lot block or parcel of land in the subdivision higher than 5'6" above the ground provided however that the Vendor may in its discretion approve minor projections above the restricted height or additional height of such boundary walls or fences for architectural features and aesthetic reasons.
3. **APPROVAL OF PLANS.** Anything herein to the contrary notwithstanding no building or structure of any kind including additions or accessories thereto or fences piers docks bulkheading or any other structure of any kind or nature whatsoever shall be commenced erected or maintained nor shall any addition to or change in alteration (including change of color of any exterior part) therein be made until the written or printed plans and specifications showing the nature kind shape height material floor plans color scheme and location of the buildings with respect to plat plan topography ground elevation and landscaping shall have been submitted to and approved in writing by the Vendor and copies of all building plans specifications alteration plans plat plans and the like as above required are delivered to Vendor at its office in Freeport, Grand Bahama and permanently lodged with the Vendor. If within Thirty (30) days after the delivery of such building plans specifications alteration plans plat plans and the like as required above to the office of the Vendor no written objection from the Vendor shall have been received by the owner of such lot block or parcel of and upon which it is proposed to build such building or structure then the building plans specifications alteration plans plat plans and the like lodged as specified above shall be deemed to have been approved by the Vendor provided however that no building or structure be erected or allowed to remain on any block or parcel which violates any of the restrictions herein contained.
4. **REFUSAL OF APPROVAL.** The Vendor shall have the right to refuse to approve any building plan and/or specifications grading plan or material contemplated in any proposed building structure erection or improvement which in its opinion is not considered suitable or desirable for aesthetic or other reasons and shall have the right to consider the suitability of the proposed building structure erection or improvement and the materials of which the same is to be built erected or constructed on the proposed site the harmony thereof with the surroundings and the effect thereof on the outlook from adjacent or neighboring properties.

5. **COMPLIANCE WITH CODES REGULATIONS AND GOVERNMENT AGREEMENTS.** No building structure erection or improvement of any kind shall be erected constructed placed enlarged altered used or occupied (a) unless the same is maintained in a safe clean and presentable condition including such appropriate landscaping as may be required by Vendor or (b) otherwise than in compliance with any and all standards conditions rules regulations and bye-laws from time to time (1) promulgated by any competent public authority (2) prescribed by The Grand Bahama Port Authority, Limited (a Bahamian corporation) by means of a Building Code of a Sanitary Code or a combined Building Code and Sanitary Code or by Planning Regulations for the Freeport Area (3) promulgated or made by the said The Grand Bahama Port Authority, Limited pursuant to an Agreement made with the Government of the Bahama Islands dated the 4th day of August 1955 and recorded in the said Registry of Records in Volume 8 at Page 447 to 479 inclusive as the same is amended from time to time or (4) under the provisions of the Freeport Bye-Laws Act 1965 as the same is amended from time to time. Provided however that wherever the standards conditions rules and regulations set forth herein are of a higher standard than those promulgated by Sub-paragraphs (1) (2) and (4) of this Paragraph the standards conditions rules and regulations hereof shall apply.
6. **LICENSED CONTRACTORS.** No building structure erection or improvement of any kind shall be erected constructed placed enlarged or altered in any manner except by a contractor duly licensed by the said The Grand Bahama Port Authority, Limited pursuant to the aforesaid Agreement made with the Government of the Bahama Islands referred to in the immediately preceding paragraph hereof.
7. **WELLS.** No well for the taking of water shall be bored dug or sunk on any lot block or parcel of land in the subdivision by any person other than Vendor except with prior written approval of the Vendor as to number and depth of such wells and except otherwise than in compliance with any and all standards conditions rules regulations and bye-laws from time to time (1) promulgated by any competent public authority (2) prescribed by the Grand Bahama Port Authority, Limited (a Bahamian corporation) by means of a Building Code or a Sanitary Code or a combined Building and Sanitary Code or by Planning Regulations for the Freeport Area (3) promulgated or made by the said The Grand Bahama Port Authority, Limited pursuant to the Agreement made with the Government of the Bahama Islands dated August 4, 1955 as hereinbefore set forth and as the same is amended from time to time and (4) under the provisions of the Freeport Bye-Laws Act 1965 as the same may from time to time be amended. Where permission for the sinking of a well shall be granted by the Vendor water shall not be drawn from any lot block or parcel at a rate exceeding the rate from time to time established by the Vendor.
8. **DUMPING.** No incinerator shall be permitted on any lot block or parcel of land in the subdivision nor shall garbage or other waste be kept in anything other than sanitary containers.
9. **SIGNS.** No sign billboard or other advertising device of any kind shall be erected or displayed on any lot block or parcel of land in the subdivision without the prior written permission of the Vendor and The Grand Bahama Port Authority, Limited.
10. **SEWERS.** Whenever a community sanitary sewer is made available it shall be mandatory for the Purchaser to connect to the sewerage system and to pay the connection fee from time to time in existence therefor and to pay for such sewer service at the rates as from time to time may be in effect in the Subdivision and no domestic wastes shall be discharged or disposed of other than through the sewerage system.
11. **TRAILERS OR COMMERCIAL VEHICLES.** No trailers boat trailers boats or commercial vehicles other than those present on business may be parked in the Subdivision except in enclosed garages.
12. **SITE PREPARATION.** No trees shall be cut and no excavation shall be made on any lot block or parcel of land in the Subdivision except for the purpose of building thereon and at the time when the building operations have commenced and no earth or sand shall be removed from the said lot block or parcel of land except as a part of an excavation for such purpose.
13. **COMPLETION OF IMPROVEMENTS.** Any dwelling outbuilding or other structure commenced as provided hereby shall be completed within nine months of the date the same is commenced unless the time shall be extended by the Vendor in the exercise of its discretion.
14. **SURFACE WATER.** Nothing shall be done on any lot block or parcel of land in the said Subdivision whereby the natural flow of surface water shall be increased or altered in such manner as to cause a nuisance to any adjoining or neighbouring property.

15. **CLOTHES LINES.** No outside clothes lines shall be permitted on any lot block or parcel of land in the subdivision except with prior approval of the Vendor.
16. **WEEDS AND UNDERBRUSH.** No weeds underbrush or other unsightly growth shall be permitted to grow or remain upon any lot block or parcel of land in the subdivision and in the event after thirty (30) days notice the owner shall fail or refuse to keep his lot block or parcel of land free of weeds underbrush or refuse piles or other unsightly growths or objects then the Vendor may enter upon the said lot block or parcel of land and remove the same at the expense of the owner and such entry shall not be deemed a trespass. The maintenance of a lot block or parcel of land in the subdivision in its natural state shall not be deemed "underbrush" for the purpose of this paragraph.
17. **ACCEPTANCE BY DEED.** By acceptance of the Deed to any lot block or parcel of land in the Subdivision from the Vendor the Owner agrees that the restrictions contained in this second Schedule are made as a part of the consideration for the said conveyance and as a part of the purchase price of the said lot block or parcel and that they are covenants running with the land and shall be binding upon the Owner and all subsequent Owners unless waived modified or released as hereinafter provided.
18. **WAIVER AND RELEASE.** The Vendor shall in its absolute discretion have the power from time to time to waive cancel vary or release in whole or in part any of the foregoing restrictions.
19. **DEFINITIONS:** (a) The term "flank wall" as used herein means the end wall of a building containing no windows. (b) The term "habitable room" as used herein means any room generally used for eating sleeping or living including living rooms dining rooms bedrooms and family rooms but excluding kitchens bathrooms and similar rooms passages and corridors. (c) The term "window" as used herein means the main window to a living room dining room bedroom or family room. (d) The term "suitable screening" as used herein means such fencing walls or planting as prescribed by the Vendor and designed to minimize noise or visual nuisance. (e) The words "lot" "block" or "parcel" as used herein shall mean the plural and/or any two or more lots blocks or parcels consolidated into one lot block or parcel by the owner or owners thereof. (f) The term "Apartment" as used herein means all multi-family dwellings.

IN ADDITION TO PARAGRAPHS I THROUGH 19 HEREOF THE FOLLOWING ADDITIONAL
RESTRICTIONS AND STIPULATIONS SHALL BE APPLICABLE TO BAHAMIA WEST REPLAT
BLOCKS 1, 2, BLOCK 6 LOTS I THROUGH 86, BLOCK 7 LOTS I THROUGH 77 AND LOTS 127
THROUGH 196, BLOCKS 10 THROUGH 20, BLOCK 21 LOTS I THROUGH 33, BLOCK 22;
BAHAMIA SEC. II BLOCK 12.

20. **SINGLE RESIDENCES EXCLUSIVELY.** No building shall be erected or constructed on any lot block or parcel of land in the Subdivision other than one single-family dwelling house (with the usual out buildings for use in connection herewith including rooms for the accommodation of guest quarters for servants and garage) for the use of one family only and no lot block or parcel of land shall be used except for residential purposes exclusively for one family only. No outbuilding shall be allowed that is capable of being occupied for residential purposes (except by domestic servants) and no out-building shall be used except in connection with the main house. Provided always that nothing contained in this clause shall be deemed to restrict the building of one private residence or dwelling house on more than one lot.

No private residence or dwelling house having less than three bedrooms shall be erected without an interior floor of at least 1200 square feet and a minimum of one bathroom. No private residence or dwelling house having three or more bedrooms shall be erected without an interior floor area of at least 1400 square feet and a minimum of two bathrooms. Garages carports porches patios and outside terraces shall not be taken into account in calculating such minimum square foot areas provided however that the Vendor in its discretion and for the purpose of computing such square footage shall have the right to include 50% of the area of any covered patio or terrace which because of architectural design is a habitable room as defined herein.

21. **SET BACK LINES.** No building construction erection or improvement of any kind including porches or projections of any kind shall be built on any lot block or parcel of land in the Subdivision at a less distance than 40 feet from any street or road boundary line nor at a less distance than 14 feet from a side boundary line nor at a less distance than 25 feet from a rear boundary line save where a habitable room window faces onto such space in which event the rear setback shall not be a less distance than 35 feet from a rear boundary line provided however that the setback requirements set forth in this paragraph shall not apply to any lots contiguous to any portion of the land designated for Golf Course use (as shown on the plat of the Subdivision). In the case of any lots contiguous to any portion of the golf course (as shown on the plat of the subdivision) the setback should be no less a distance than 30 feet from the rear boundary line or that portion of the boundary line which is

contiguous to the golf course.

22. **OFF-STREET PARKING.** No private residence or dwelling house that does not provide off-street car parking on the basis of two (2) parking spaces per house approached from a driveway access shall be built on any lot block or parcel of land in the subdivision. Driveways shall be not greater than 20 feet nor less than 10 feet in width. No driveway access shall be nearer than 80 feet from a road intersection and 80 feet from an Arterial Road.

IN ADDITION TO PARAGRAPHS 1 THROUGH 19 HEREOF THE FOLLOWING ADDITIONAL RESTRICTIONS AND STIPULATIONS SHALL BE APPLICABLE TO BAHAMIA SOUTH: BAHAMIA SECTION I BLOCKS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U; TT, UU, VV, WW, XX, YY, ZZ; BAHAMIA SECTION III BLOCK SS; REPLAT BAHAMIA SECTION I BLOCK "V" & "X" BLOCK V; BAHAMIA WEST: BLOCKS 18, 19, 20, 21, 22, 23.

23. **SINGLE RESIDENCES EXCLUSIVELY.** No building shall be erected or constructed on any lot or parcel of land in the Subdivision other than one single-family dwelling house (with the usual outbuildings for use in connection therewith including rooms for the accommodation of guests quarters for servants and garage) for the use of one family only and no lot block or parcel of land shall be used except for residential purposes exclusively for one family only. No outbuildings shall be allowed that is capable of being occupied for residential purposes (except by domestic servants) and no outbuildings shall be used except in connection with the main house. Provided always that nothing contained in this clause shall be deemed to restrict the building of one private residence or dwelling house on more than one lot.

No private residence or dwelling house having less than three bedrooms shall be erected without an interior floor of at least 1450 square feet and a minimum of one bathroom. No private residence or dwelling house having three or more bedrooms shall be erected without an interior floor area of at least 1600 square feet and a minimum of two bathrooms. Garages carports porches patios and outside terraces shall not be taken into account in calculating such minimum square foot areas provided however that the Vendor in its discretion and for the purpose of computing such square footage shall have the right to include 50% of the area of any covered patio or terrace which because of architectural design is a habitable room as defined herein.

24. **SET BACK LINES.** No building construction erection or improvement of any kind including porches or projections of any kind shall be built on any lot block or parcel of land in the Subdivision at a less distance than 40 feet from any street or road boundary line nor at a less distance than 15 feet from a side boundary line nor at a less distance than 25 feet from a rear boundary line save where a habitable room window faces onto such space in which event the rear setback shall not be a less distance than 35 feet from a rear boundary line provided however that the setback requirements set forth in this paragraph shall not apply to any lots contiguous to any portion of the Golf Course (as shown on the plat of the subdivision). In the case of any lots contiguous to any portion of the golf course (as shown on the plat of the subdivision) the setback should be no less distance than 30 feet from the rear boundary line or that portion of the boundary line which is contiguous to the golf course.
25. **OFF-STREET PARKING.** No private residence or dwelling house that does not provide off-street car parking on the basis of two (2) parking spaces per house approached from a driveway access shall be built on any lot block or parcel of land in the subdivision. Driveways shall be not greater than 20 feet nor less than 10 feet in width. No driveway access shall be nearer than 30 feet from a road intersection and 80 feet from an Arterial Road.

IN ADDITION TO PARAGRAPHS 1 THROUGH 19 HEREOF THE FOLLOWING ADDITIONAL RESTRICTIONS AND STIPULATIONS SHALL BE APPLICABLE TO BAHAMIA SOUTH: REPLAT OF PORTIONS OF BAHAMIA MARINA AND BAHAMIA SECTION IX BLOCKS 30, 31, 32, 33, 34, 35; BAHAMIA SECTION X BLOCK 31; BAHAMIA WEST REPLAT BLOCKS 3, 4, 5, BLOCK 6 LOTS 87 THROUGH 92, BLOCK 7 LOTS 78 THROUGH 126, BLOCKS 8, 9, BLOCK 21 LOTS 34 THROUGH 79.

26. **DUPLEX RESIDENCES EXCLUSIVELY.** No building shall be erected or constructed on any lot block or parcel of land in the Subdivision other than one duplex dwelling house (with the usual outbuildings for use in connection therewith including rooms for the accommodation of guests quarters for servants and garage) for the use of one family for each living unit only and no lot block or parcel of land shall be used except for residential purposes exclusively for two families only. No outbuilding shall be allowed that is capable of being occupied for residential purposes (except by domestic servants) and no outbuildings shall be used except in connection with the main house. Provided always that nothing contained in this clause shall be deemed to restrict the building of one duplex residence on more than one lot.

No duplex residence or dwelling house having less than two bedrooms shall be erected without an interior floor of at least 1000 square feet and a minimum of one bathroom for each living unit. Garages carports porches patios and outside terraces shall not be taken, into account in calculating such minimum square foot areas provided however that the Vendor in its discretion and for the purpose of computing such square footage shall have the right to include 50% of the area of any covered patio or terrace which because of architectural design is a habitable room as defined herein.

27. **SETBACK LINES.** No building construction erection or improvement of any kind including porches or projections of any kind shall be built on any lot block or parcel of land in the Subdivision at a less distance than 25 feet from any street or road or road boundary line nor at a less distance than 12.5 feet from a side boundary line nor at a less distance than 25 feet from a rear boundary line provided however that the setback requirement set forth in this paragraph shall not apply to any boundary line contiguous to any portion of the land designated for golf course use or the waterway canals or the oceanfront (as shown on the Subdivision Plan). In the case of any lots contiguous to any portion of the land designated for golf course use the setback shall be no less a distance than 30 feet from the boundary line which is contiguous to said golf course. In the case of any lots contiguous to any portion of the said waterway canal the setback shall be no less distance than 30 feet from the boundary line which is contiguous to the said waterway canal except where certain lots have a width less than 60 feet and in that case the setback shall be determined by the Vendor from the Purchaser's site plans showing the location of the proposed building or improvements.
28. **OFF-STREET PARKING.** No Duplex residence or dwelling house that does not provide off-street car parking on the basis of four (4) parking spaces per Duplex residence approached from a driveway access shall be built on any lot block or parcel of land in the Subdivision. Driveways shall be not greater than 20 feet nor less than 10 feet in width. No driveway access shall be nearer than 30 feet from a road intersection and 80 feet from an Arterial Road.

IN ADDITION TO PARAGRAPHS 1 THROUGH 19 HEREOF THE FOLLOWING ADDITIONAL RESTRICTIONS AND STIPULATIONS SHALL BE APPLICABLE TO BAHAMIA NORTH: REPLAT BAHAMIA NORTH UNIT I BLOCK GN; BAHAMIA NORTH UNIT I BLOCKS KN, NN, ON, LN, MN, HN; BAHAMIA NORTH UNIT 2 BLOCKS BN, DN, EN, FN, KN, LN, REPLAT OF BAHAMIA NORTH UNIT 2 BLOCK AN, BN, CN, AND JN BLOCKS AN, CN, JN, RN, SN; BAHAMIA SOUTH: REPLAT OF BAHAMIA SECTION II BLOCKS 1, 2, 3, 4, 5, 7; SECTION IV BLOCKS 8, 10, 11; SECTION V BLOCK 13; BAHAMIA SECTION VII BLOCK 9, 2; SECTION IX BLOCKS 12,14,15, 16, 20; BAHAMIA MARINA BLOCKS 12 (LOTS 9 THROUGH 13), 21.

29. **MULTI-FAMILY DWELLINGS EXCLUSIVELY:** (a) Nothing other than multi-family dwellings with the usual outbuildings for use in connection therewith (including rooms for the accommodation of guests quarters for servants and garage or combined garage and apartment) shall be built on any lot block or parcel of land in the Subdivision provided always that nothing herein contained shall be deemed to restrict the building of one multi-family dwelling on more than one lot block or parcel of land. (b) Not more than 100 habitable rooms per acre (and so in proportion for any area less than one acre) with appropriate outbuildings shall be built on any lot block or parcel of land designated for Apartment Use in the Subdivision. (c) No multi-family Apartment dwelling shall exceed four stories in height including any penthouse or similar structure on any lot block or parcel of land in the Subdivision provided however that the Vendor shall have the right to approve additional stories in height on any multi-family Apartment dwelling if in its sole discretion it deems such desirable or suitable for aesthetic or other reasons.
30. **SETBACK LINES:** (a) No building structure erection or improvement of any kind including porches or projections of any kind shall be built at a less distance than 15 feet from any lot line of an adjacent lot not less than 25 feet from any other lot line. (b) Where the window to a habitable room faces a window to another habitable room the space between the buildings shall be not less than 50 feet. (c) Where blank walls or windows to non-habitable rooms face each other the space between them shall be not less than 15 feet. (d) Provided that the property boundary setback requirements in Subparagraph (a) of this Paragraph shall not apply to any lots blocks or parcels of land in the subdivision which are contiguous to any portion of the Golf Course (as shown on the plat of the Subdivision). In such case the setback from the property boundary line which is contiguous to the Golf Course (as shown on the plat of the Subdivision) shall not be a less distance than 30 feet from such contiguous property boundary line. All of the other provisions of this Paragraph shall continue to apply to such lots blocks or parcels. (e) No building shall extend beyond the setback lines set forth in this paragraph provided that where more than one lot block or parcel of land is developed as a single building site, the setback lines between contiguously owned lots blocks or parcels shall not apply but the side lot block or parcel setback lines shall apply to the perimeter lot block or parcel line of the multiple lot block or parcel site.

31. **OFF-STREET PARKING.** No multi-family dwelling shall be built on any lot block or parcel of land in the Subdivision unless there shall also be provided on such lot block or parcel of land a minimum of one and one-quarter (1 and ¼) parking spaces for each dwelling unit of the building thereon approached from driveway access. Driveways shall be not greater than 20 feet nor less than 10 feet in width. No driveway access shall be nearer than 30 feet from a road intersection and 80 feet from an Arterial Road.

IN ADDITION TO PARAGRAPHS I THROUGH 19 HEREOF THE FOLLOWING ADDITIONAL RESTRICTIONS AND STIPULATIONS SHALL BE APPLICABLE TO BAHAMIA MARINA BLOCKS 12 (LOTS 14 THROUGH 33), 24.

32. **MULTI-FAMILY DWELLINGS EXCLUSIVELY:** (a) Nothing other than multi-family dwellings with the usual outbuildings for use in connection therewith (including rooms for the accommodation of guests quarters for servants and garage or combined garage and apartment) shall be built on any lot block or parcel of land in the Subdivision provided always that nothing herein contained shall be deemed to restrict the building of one multi-family dwelling on more than one lot block or parcel of land. (b) Not more than 100 habitable rooms per acre (and so in proportion for any area less than one acre) with appropriate outbuildings shall be built on any lot block or parcel of land designated for Apartment Use in the Subdivision. (c) No multi-family Apartment dwelling shall exceed seven stories in height including any penthouse or similar structure on any lot block or parcel of land in the Subdivision provided however that the Vendor shall have the right to approve additional stories in height on any multi-family Apartment dwelling if in its sole discretion it deems such desirable or suitable for aesthetic or other reasons.
33. **SETBACK LINES:** (a) No building structure erection or improvement of any kind including porches or projections of any kind shall be built at a less distance than 15 feet from any lot line of an adjacent lot not less than 25 feet from any other lot line. (b) Where the window to a habitable room faces a window to another habitable room the space between the buildings shall be not less than 50 feet. (c) Where blank walls or windows to non-habitable rooms face each other the space between them shall be not less than 15 feet. (d) Provided that the property boundary line setback requirements in Subparagraph (a) of this Paragraph shall not apply to any lots blocks or parcels of land in the subdivision which are contiguous to any portion of the Golf Course (as shown on the plat of the Subdivision). In such case the setback from the property boundary line which is contiguous to the Golf Course (as shown on the plat of the Subdivision) shall not be a less distance than 30 feet from such contiguous property boundary line. All of the other provisions of this Paragraph shall continue to apply to such lots blocks or parcels. (e) No building shall extend beyond the setback lines set forth in this paragraph provided that where more than one lot block or parcel of land is developed as a single building site, the setback lines between contiguously owned lots blocks or parcels shall not apply but the side lot block or parcel setback lines shall apply to the perimeter lot block or parcel line of the multiple lot block or parcel site.
34. **OFF-STREET PARKING.** No multi-family dwelling shall be built on any lot block or parcel of land in the Subdivision unless there shall also be provided on such lot block or parcel of land a minimum of one and one-quarter (1 and ¼) parking spaces for each dwelling unit of the building thereon approached from driveway access. Driveways shall be not greater than 20 feet nor less than 10 feet in width. No driveway access shall be nearer than 30 feet from a road intersection and 80 feet from an Arterial Road.

IN ADDITION TO PARAGRAPHS I THROUGH 19 HEREOF THE FOLLOWING ADDITIONAL RESTRICTIONS AND STIPULATIONS SHALL BE APPLICABLE TO BAHAMIA WEST REPLAT BLOCK 23; BAHAMIA MARINA BLOCKS 25, 27.

35. **MULTI-FAMILY WATERWAY FRONTAGE EXCLUSIVELY:** (a) Nothing other than multi-family dwellings with the usual outbuildings for use in connection therewith (including rooms for the accommodation of guests quarters for servants and garage or combined garage and apartment) shall be built on any lot block or parcel of land in the Subdivision provided always that nothing herein contained shall be deemed to restrict the building of one multi-family dwelling on more than one lot block or parcel of land. (b) Not more than 125 habitable rooms per acre (and so in proportion for any area less than one acre) with appropriate outbuildings shall be built on any lot block or parcel of land designated for Apartment Use in the Subdivision. (c) No multi-family Apartment dwelling shall exceed thirty stories in height including any penthouse or similar structure on any lot block or parcel of land in the Subdivision provided however that the Vendor shall have the right to approve additional stories in height on any multi-family Apartment dwelling if in its sole discretion it deems such desirable or suitable for aesthetic or other reasons.
36. **SETBACK LINES:** (a) No building structure erection or improvement of any kind including porches or projections of any kind shall be built at a less distance than 15 feet from any lot line of an adjacent lot not less than 25 feet from any other lot line. (b) Where the window to a habitable room faces a window to another

habitable room the space between the buildings shall be not less than 50 feet. (c) Where blank walls or windows to non-habitable rooms face each other the space between them shall be not less than 15 feet. (d) Provided that the property boundary line setback requirements in Subparagraph (a) of this Paragraph shall not apply to any lots blocks or parcels of land in the subdivision which are contiguous to any portion of the Inland Waterway (as shown on the plat of the Subdivision). In such case the setback from the property boundary line which is contiguous to the Inland Waterway (as shown on the plat of the Subdivision) shall not be a less distance than 30 feet from such contiguous property boundary line. All of the other provisions of this Paragraph shall continue to apply to such lots blocks or parcels. (e) No building shall extend beyond the setback lines set forth in this paragraph provided that where more than one lot block or parcel of land is developed as a single building site, the setback lines between contiguously owned lots blocks or parcels shall not apply but the side lot block or parcel setback lines shall apply to the perimeter lot block or parcel line of the multiple lot block or parcel site.

37. **OFF-STREET PARKING.** No multi-family dwelling shall be built on any lot block or parcel of land in the Subdivision unless there shall also be provided on such lot block or parcel of land a minimum of one and one-quarter (1 and $\frac{1}{4}$) parking spaces for each dwelling unit of the building thereon approached from driveway access. Driveways shall be not greater than 20 feet nor less than 10 feet in width. No driveway access shall be nearer than 30 feet from a road intersection and 80 feet from an Arterial Road.