

**THE GRAND BAHAMA PORT AUTHORITY, LIMITED
BUILDING & DEVELOPMENT DEPARTMENT**



RESTRICTIVE COVENANTS

BRITANNIA

Britannia

THE SCHEDULE HEREINBEFORE REFERRED TO

ALL those Five (5) pieces parcels or lots of land together containing Forty-six and Sixty-four hundredths (46.64) acres situate on the West side of Beachway Drive in Freeport on the Island of Grand Bahama and which said Five (5) pieces parcels or lots of land have such dimensions boundaries shape or marks as are more particularly shown on the Plan hereto attached and marked "Exhibit A" and which are thereon coloured Pink TOGETHER WITH full and free right and liberty for the Purchaser and its successors and assigns the owners and occupiers for the time being of the said hereditaments hereby granted and conveyed or any part thereof their tenants servants visitors and licensees (in common with all others who have or who may hereafter have the like right) at all times hereafter by day or by night with or without horses or other animals motor cars carts carriages or other vehicles of any description for all purposes connected with the use and enjoyment of the said hereditaments hereby granted and conveyed or any part thereof for whatever purposes the same may be from time to time and at all times lawfully used and enjoyed to go pass and repass over upon and along the said private roadways known as Beachway Drive, East Sunrise Highway and The Mall within the Port Area for the purposes of going from the said hereditaments hereby granted and conveyed to the main Public Road through the said Island of Grand Bahama and vice versa.

BAHAMA ISLANDS

GRAND BAHAMA

THIS AGREEMENT made this First day of June, A.D., 1965 between THE GRAND BAHAMA PORT AUTHORITY, LIMITED a Company incorporated under the laws of the Bahama Islands and carrying on business within the Colony (hereinafter called "Port Authority") of the first part and GORDON MOSVOLD & ASSOCIATES LIMITED a Company also incorporated under the laws of the said Bahama Islands and carrying on business within the Colony (hereinafter called "Mosvold") of the second part and the MERCANTILE BANK AND TRUST COMPANY LIMITED a Company also incorporated under the laws of the said Bahama Islands and carrying on business within the Colony (hereinafter called "Mercantile") of the third part, WHEREAS the Port Authority has conveyed to Mosvold by that certain Indenture of Conveyance made the First day of September, A.D., 1964 the hereditaments hereinafter described in the Schedule hereto (hereinafter referred to as "the said hereditaments").

AND WHEREAS the said hereditaments have been conveyed free of any encumbrances whatsoever and in particular free of any restrictions in the said Conveyance under date of the First day of June, A.D., 1965.

AND WHEREAS the Port Authority requires Mosvold to use the said hereditaments for certain purposes and has requested Mercantile to join in this Agreement to guarantee the covenants of Mosvold,

NOW THIS AGREEMENT WITNESSETH as follows:

1. Mosvold covenants and agrees that no trade manufacture business or commercial undertaking (including the business of a guest house proprietor, boarding house keeper or hotel operator) and no professional undertaking shall be carried on on any part of the said hereditaments nor shall any building be constructed or erected on any part of the said hereditaments or used for any purposes other than those of private dwelling houses and the appurtenances thereto agricultural or horticultural purposes.
2. Mosvold further covenants and agrees that no building or structure of any kind shall be built or constructed on any part of the said hereditaments nor shall there be any alterations to any building or structure of any kind unless and until the exterior elevation plans and the proposed type of construction and the proposed location of such buildings or structures (and of any septic tank, sewerage system and soakaway pit to be constructed in connection therewith) upon any part of the said hereditaments shall have been submitted to the Port Authority and approved of in writing by it. Every application to the Port Authority shall be in writing and shall be accompanied by the said exterior elevation plans and brief details of the proposed type of construction and a plot plan of the location of such buildings or structures (including the said septic tank, sewerage disposal system and soakaway pit) on any part of the said hereditaments and shall be delivered to the registered office of the Port Authority in Freeport. If within thirty (30) days after the delivery of such plans and details as aforesaid to the registered office of the Port Authority no written objection from the Port Authority shall have been received by Mosvold, then such plans and other details as aforesaid shall be deemed to have been approved by the Port Authority.
3. Mosvold further covenants and agrees that no earth closet or open pit toilet or cesspit shall be constructed erected or maintained on any part of the said hereditaments.
4. Mosvold further covenants and agrees that no well for the taking of water shall be bored, dug or sunk on any part of the said hereditaments at a less distance than Fifty (50) feet from any septic tank or sewerage disposal system which may be constructed on any part of the said hereditaments.
5. Mosvold further covenants and agrees that no part of the said hereditaments shall be used as a dumping ground or place for the accumulation of garbage, trash or other waste matter.
6. Mosvold further covenants and agrees that no unlawful use shall be made of any part of the said hereditaments.
7. Mosvold further covenants and agrees not to subdivide the said hereditaments into lots containing an area of less than one and one-half (1½) acre.

8. It is understood and agreed between the parties hereto that the Port Authority shall be under no obligation or responsibility to provide roads, water, electric power or sewage disposal systems.
9. Mercantile covenants and agrees with the Port Authority to guarantee the performance of the covenants undertaken herein on the part of Mosvold and in the event of a breach of the said covenants by Mosvold Mercantile shall be fully and completely responsible in damages to the Port Authority or shall take such steps as required by the Port Authority to remedy the default occasioned by any breach of the covenants by Mosvold.
10. This Agreement shall be binding upon the successors and assigns of the parties hereto.
11. This Agreement shall be interpreted and construed in accordance with the laws of the said Bahama Islands.

THE SCHEDULE HEREINBEFORE REFERRED TO

ALL those Two (2) pieces parcels or tracts of land in the said Sunrise Subdivision known as Block "A" containing One and Five Hundred and Six thousandths (1.506) acres and Block "B" containing Eight and Two Hundred and Eighty-seven thousandths (8.287) acres coloured Pink and Green respectively situate on the Southwest corner of East Sunrise Highway and Beachway Drive within the "Port Area" of Freeport on the Island of Grand Bahama bounded as follows:-

Firstly – Block "A"

- Northwardly: by a portion of East Sunrise Highway and running thereon Two Hundred (200) feet
- Eastwardly: by a portion of Beachway Drive and running thereon Three Hundred and Forty (340) feet
- Southwardly: by a portion of the said Sunrise Subdivision known as Block "B" and running thereon Two Hundred (200) feet
- Westwardly: by a portion of the said Sunrise Subdivision known as Block "B" and running thereon Three Hundred and Forty (340) feet

Secondly – Block "B"

- Northwardly: partly by a portion of East Sunrise Highway and partly by a lot of land containing Two Hundred and Seven thousandths (.207) of an acre known as Block "C" coloured Purple in the said Sunrise Subdivision and running jointly thereon Six Hundred and Thirteen and Twenty-eight hundredths (613.28) feet
- Eastwardly: partly by a portion of Block "A" in the said Sunrise Subdivision and partly by a portion of Beachway Drive and running jointly thereon Five Hundred and Forty-seven and Thirty-seven hundredths (547.37) feet
- Southwardly: by land the property of the Vendors, The Grand Bahama Port Authority, Limited and running thereon Eight Hundred (800) feet
- Westwardly: by land the property of the Vendors, The Grand Bahama Port Authority, Limited and running thereon Five Hundred and Twenty and Ninety-five hundredths (520.95) feet

which said pieces parcels or tracts of land have such position boundaries shape marks and dimensions as are shown on the diagram or plan hereto attached and are delineated on those parts which are coloured Pink and Green respectively on the said diagram or plan TOGETHER WITH full and free right and liberty for the Purchasers and their assigns the owners and occupiers for the time being of the said hereditaments hereby granted and conveyed on any part thereof their tenants servants visitors and licensees (in common with all others who have or who may hereafter have the like right) at all times hereafter by day or by night with or without horses or other animals motor cars carts carriages or other vehicles or any description for all purposes connected with the use and enjoyment of the said hereditaments hereby granted and conveyed or any part thereof for whatever purposes the same may be from time to time and at all times lawfully used and enjoyed to go pass and repass over upon and along the said private roadways coloured Brown on the said Plan No. 506 and the private roads known as Coral Road, East Sunrise

Highway, East Atlantic Drive, Settler's Way and The Mall within the "Port Area" for the purpose of going from the said hereditaments hereby granted and conveyed in the main Public Road through the said Island of Grand Bahama and vice versa.

EXHIBIT "A"

SCHEDULE OF RESTRICTIONS

SUNRISE SUBDIVISION

1. **USE.** No trade manufacture business or commercial undertaking excepting that of the operation of a first class restaurant and appurtenances therein may be carried out on Block "A" in the said Subdivision.
2. **USE.** No trade manufacture business or commercial undertaking shall be carried out on Block "B" or "C" in the said Subdivision nor shall any building be constructed or erected on Block "B" or "C" on said Subdivision or used for any purpose other than residential use or appurtenances thereto.
3. **WALLS AND FENCES.** No boundary walls or fences to be built on any block of land in said Subdivision of greater height than Six (6) feet Six (6) inches from the ground.
4. **APPROVAL OF PLANS.** No building or structure of any kind shall be built on any lot of land in the said Subdivision nor shall there be any alteration of any building or structure of any kind, unless and until the exterior elevation plans and the proposed type of construction and the proposed location of such buildings or structures upon the said lot of land shall have been submitted to the Vendors and approved of in writing by them. Every application to the Vendors shall be in writing and shall be accompanied by the said exterior elevation plans and brief details of the proposed type of construction and a plot plan showing the location of such buildings or structures on the said lot of land and such plans must be prepared by a qualified architect and shall be delivered at or forwarded by registered post to the Registered Office of the Vendors in the Colony. If within Thirty (30) days after the delivery of such plans and details as aforesaid to the Registered Office of the Vendors no written objection from the Vendors shall have been received by the owner of the lot of land upon which it is proposed to build such buildings or structures then such plans and other details as aforesaid shall be deemed to have been approved of by the Vendors.
5. **WASTE.** No earth closet or open pit closet cesspit septic tank or other form of sewage disposal shall be constructed erected maintained or used on any lot unless the same shall first have been approved of in writing by the Vendors which approval may be arbitrarily withheld or may be granted subject to such restrictions and conditions as to the time during which such facility may be maintained or otherwise as the Vendors shall see fit.
6. **TEMPORARY BUILDING.** No temporary building of any kind (including any tent or trailer used for sleeping accommodation) shall be built or maintained on any lot of land in the said Subdivision except sheds or workshops to be used only for the works incidental to the erection of any permanent building thereon.
7. **ANIMALS.** No swine, cows, horses, poultry, objectionable animals or creatures shall be kept, raised or maintained on any lot of land in the said Subdivision Provided Always that dogs and cats shall not be deemed to be objectionable animals.
8. **UNLAWFUL USE.** No unlawful or objectionable use shall be made of any lot of land in the said Subdivision.
9. **WELLS.** No well for the taking of water shall be bored, dug or sunk on any Block in the said Subdivision without prior permission and approval of the Vendors in writing and then it shall not be at less distance than Fifty (50) feet from any septic tank or sewerage disposal system which may be constructed on any such lot.
10. **SETBACKS.** No building including porches or projections of any kind shall be built at a less distance than Fifty (50) feet from the property boundary of Sunrise Highway or Thirty (30) feet from all other perimeter property boundaries. The average minimum distance between side walls of all single family, duplex, and restaurant buildings including screened areas shall be Thirty (30) feet. The average minimum distance between rear walls of all single family, duplex, and restaurant buildings including screened areas shall be Fifty (50) feet. For the purpose of this clause the following definitions shall apply:

"Side Wall":

That face of a building which as the least dimension.

“Rear Wall”:

That face of a building which has the greatest dimension and which does not abut onto a driveway or private road.

11. **DUMPING.** No lot of land in the said Subdivision shall be used as a dumping ground or place for the accumulation of garbage, trash or other waste matter.
12. **MINIMUM FLOOR AREA.** No building containing more than Ten Thousand (10,000) square feet shall be built on Block “A” in the said Subdivision.
13. **NUMBER OF HABITABLE ROOMS.** No building may be erected on Block “B” in the said Subdivision of such that the total number of habitable rooms contained therein shall exceed Six (6) in number. No building or buildings may be erected on Block “C” in the said Subdivision such that the total number of habitable rooms maintained therein shall exceed One Hundred and Ninety-two (192) in number. Provided Always that nothing herein contained shall be deemed to restrict the building of less than the total permitted habitable rooms on Blocks “B” and “C” in the said Subdivision.

For the purpose of this Clause the following definitions shall apply:

“Habitable Room”:

Any room in a dwelling unit generally used for eating, sleeping, or living including living rooms, dining rooms, bedrooms, and family rooms.

14. **BUILDING HEIGHT.** No building shall be erected on Blocks “A”, “B”, or “C” in the said Subdivision of more than Two (2) storeys or Thirty (30) feet in height whichever is the lesser.
15. **ADVERTISING.** No sign, billboard, hoarding or other advertising device of any kind shall be erected or displayed on any lot of land in the said Subdivision without the prior written consent of the Vendors.
16. **NUISANCE.** Nothing shall be done on any lot of land in the said Subdivision which may be or become an annoyance or nuisance to the owners of adjoining lots of land in the said Subdivision.
17. **OFF-STREET.** No restaurant building that does not provide off-street car parking on the basis of One (1) parking space per Six (6) seats approached from a driveway access shall be built on Block “A” in the said Subdivision. No driveway access shall be nearer than Fifty (50) feet from a road intersection. No dwelling unit that does not provide car parking on the basis of One (1) parking space per dwelling unit shall be built on any lot of land in the said Subdivision.