

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



**RESTRICTIVE COVENANTS**

**BUCKINGHAM COUNTY**

## **RESTRICTIONS AND STIPULATIONS**

### ***BUCKINGHAM COUNTY AND LEICESTER COUNTY SINGLE FAMILY***

1. No trade manufacture business or commercial undertaking (including the business of a guest-house proprietor boarding-house keeper or hotel operator) and no profession other than the profession of a doctor or dentist shall be carried on on any Lot.
2. No "semi-detached" apartment house hotel or other building designed for occupation by more than one family with its guests and servants shall be built on any Lot.
- 3 No temporary building of any kind (including any tent or trailer used for sleeping accommodation) shall be built or allowed to remain on any Lot except temporary sheds or workshops intended to be and used only for the works incidental to the erection of any permanent buildings thereon.
4. No building or structure of any kind shall be built erected constructed placed enlarged or altered on any Lot unless and until the detailed plans and specifications and the proposed type of construction and the proposed location of such buildings or structures upon the said Lot shall have been submitted to the Vendor and approved of by it in writing. Every application to the Vendor shall be in writing on a form to be provided by the Vendor and shall be accompanied by the detailed plans and specifications and details of the proposed type of construction and a plot plan showing the location of such buildings or structures on the said Lot and shall be delivered at or forwarded by registered post to the office of the Vendor at The Grand Bahama Port Authority Headquarters Building, Freeport, Grand Bahama Island, The Bahamas. If within Forty-five (45) days after the delivery of such plans and information as aforesaid to the office of the Vendor no written objection shall have been received by the owner of the Lot upon which it is proposed to build such buildings or structures from the Vendor then such plans and other information as aforesaid shall be deemed to have been approved of by the Vendor.
5. No private residence or dwelling house with an interior floor area of less than Nine Hundred (900) square feet shall be built on any Lot. Garages carports porches patios and outside terraces shall not be taken into account in calculating such minimum interior floor area.

6. No Lot of land shall be re-subdivided into or disposed of in parcels or lots less than Thirty-two Thousand Five Hundred (32,500) square feet in area and no Lot shall be re-subdivided into or disposed of in parcels and lots of an area of Thirty-three Thousand (33,000) square feet or more unless plans showing the layout of such subdivision or disposal shall first have been submitted to and approved of in writing by the Vendor.
7. Not more than one private residence or dwelling house with appropriate outbuildings (including rooms for the accommodation of guests, servants' quarters and garage) per each Thirty-two Thousand Five Hundred (32,500) square feet Lot shall be built.
8. No building or other structure shall have more than two and one-half (2½) storeys and shall not exceed Thirty-five (35) feet in height from the highest point of the natural level of the ground upon which such building or structure is constructed or immediately adjacent thereto to the highest point of such building or structure including appropriate roofs and chimneys.
9. No building shall extend beyond the setback lines provided in this paragraph provided that where more than one Lot is developed as a single building site the setback lines between contiguous Lots shall not apply. The said setback lines shall be:
  - (a) Whichever is the lesser of Forty (40) feet or a distance from the front or the street boundary line or Twenty per centum (20%) of the greatest depth of the Lot measured from such front or street boundary line;
  - (b) From each of the side boundary lines whichever shall be greater of Fifteen (15) feet or a distance equal to Ten per centum (10%) of the greatest width of the Lot measured from one such side boundary line to the other; and
  - (c) From the rear boundary line whichever shall be the lesser of Forty (40) feet or a distance equal to Twenty-five per centum (25%) of the greatest depth of the Lot measured from the rear boundary line.
10. No buildings improvements or premises shall be occupied unless and until and except during such time as the same are erected and maintained in a safe clean and presentable condition and comply in all respects with any and all rules and regulations (i) promulgated by any applicable public authority, or (ii) promulgated by The Grand Bahama Port Authority, Limited a Bahamian corporation pursuant to an Agreement

made with the Government of the Bahama Islands dated the Fourth day of August, A.D., 1955 and recorded in the Registry of Records of the Bahama Islands in Volume 8 at pages 447 to 479 inclusive as amended by an Agreement with the said Government dated the Eleventh day of September, A.D., 1960 and recorded in the said Registry of Records in Volume 353 at pages 186 to 350 inclusive, or (iii) specified in any Building Code from time to time established or promulgated by the Vendor in relation to the Subdivision.

11. No building or structure of any kind shall be erected 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 said Agreements referred to in paragraph 10 of this Schedule or by a contractor approved of in writing by the Vendor.
12. Not more than one water supply well at a time shall be placed on each Thirty-two Thousand Five Hundred (32,500) square feet Lot and no well shall be placed closer than Fifty (50) feet to a septic tank or disposal well. Water shall not (except with the prior written approval of the Vendor) be drawn from any Lot at a rate exceeding One Thousand (1,000) gallons per day for each acre (and so in proportion for any Lot having an area of less than One (1) acre). No well shall have a diameter of less than Four (4) inches or (except with the prior written approval of the Vendor) shall extend less than Eight (8) nor more than Ten (10) feet below existing ground water level.
13. No earth-closet or open pit-toilet cesspit shall be constructed or maintained on any Lot. Except with the prior written consent of the Vendor no domestic wastes shall be discharged or disposed of otherwise than into a two-compartment septic tank of not less than Five Hundred (500) gallons capacity. Except as aforesaid treated waste from a septic tank shall not be disposed of otherwise than through a cased well with a clear internal diameter of not less than four (4) inches and to a depth of at least forty (40) feet below mean low sea level. There shall not be more than one disposal well for domestic wastes on each Lot and no disposal well or septic tank shall be placed nearer than fifty (50) feet to any water supply well.
14. Nothing shall be done over on or under the area designated on the said diagram or plat or plan hereto attached as "utility easement area" which will or may prevent impede or

interfere with the use of such area for the purposes of laying erecting inspecting maintaining repairing replacing and renewing cables pipes lines conduits wires poles and other apparatus for the purposes of water electricity telephone drainage and sewage supplies and services to the Subdivision and every part thereof.

15. No Lot shall be used as a dumping ground for rubbish trash garbage or other waste matter. Garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No incinerator shall be permitted.
16. Nothing shall be done on any Lot 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.
17. No sign billboard hoarding or other advertising device of any kind shall be erected or displayed on any Lot without the prior written approval of the Vendor.
18. No swine cows horses poultry or objectionable animals or creatures shall be kept raised or maintained on any Lot Provided Always that dogs and cats shall not be deemed to be objectionable animals.
19. Nothing shall be done on any Lot which may be or become an annoyance or nuisance to the owners of any adjoining or neighbouring Lot.