

Lucayan Beach West

RESTRICTIONS AND STIPULATIONS

1. **USE.** 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 Lots 1 to 6 inclusive in the said Subdivision nor shall any building be constructed or erected on the said Lots 1 to 6 inclusive or used for any purposes other than that of a private dwelling and the appurtenances thereto.
2. **USE.** No trade manufacture business professional or commercial undertaking excepting that the operation of a first class hotel the business of a guest house proprietor, boarding house keeper or hotel operator) and no professional undertaking shall be carried on on Lots 1 to 6 inclusive in the said Subdivision nor shall any building be constructed or erected on the said Lots 1 to 6 inclusive or used for any purposes other than that of a private dwelling and the appurtenances thereto.
3. **WALLS & FENCES.** No boundary walls or fences to be built on any lot in the said Subdivision of a greater height than Four (4) 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 shall be delivered at or forwarded by registered post to the Registered Office of the Vendors in the Colony. If within Twenty-one (21) 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 toilet or cesspit shall be constructed, erected or maintained on any part of any lot of land in the said Subdivision.
6. **TEMPORARY BUILDINGS.** 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 construction of any permanent buildings 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 lot in the said Subdivision at a 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 Twenty (20) feet from any street or road boundary line and at a less distance than Fifteen (15) feet from any other boundary line of any lot of land in the said Subdivision.
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. **DENSITY.** Not more than one dwelling house, duplex house or apartment building with appropriate outbuildings shall be built on any lot of land in the said Subdivision, and no dwelling house, duplex house or apartment building including the appropriate outbuildings shall be built on any parcel of land in the said Subdivision which comprises less than a lot therein as laid out by the Vendors Provided Always that nothing herein contained shall be deemed to restrict the building of one dwelling house, duplex House or apartment building on more than one lot of land in the said Subdivision.

13. **SIGNS.** 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.
14. **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.

15. **MINIMUM FLOOR AREA.** No private residence or dwelling house with an interior floor area of less than One Thousand One Hundred (1,100) square feet shall be built on any lot of land in the said Subdivision. Garages, carportes, porches, patios and terraces shall not be taken into account in calculating the minimum square foot area required by this restrictive covenant.

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

1. **USE.** No trade, manufacture, business, professional or commercial undertaking other than the rental of residential apartments and/or the operation of a first class hotel or motel shall be carried on on any parcel of land in the said tract nor shall any building be constructed or erected on any parcel of land in the said tract or used for any purposes other than that of a first class hotel or motel or apartment house and the appurtenances thereto.
2. **WALLS AND FENCES.** No boundary walls or fences to be built on any parcel in the said tract without the prior permission and approval of the Vendor in writing.
3. **APPROVAL OF PLANS.** No building or structure of any kind shall be built on any parcel of land in the said tract 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 Vendor and approved of in writing by them. Every application to the Vendor 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 parcel of land such plans must be prepared by a professional architect and shall be delivered at or forwarded by registered post to the Registered Office of the Vendor in the Colony. If within thirty (30) days after the delivery of such plans and details as aforesaid to the Registered Office of the Vendor no written objection from the Vendor shall have been received by the owner of the parcel of land upon which it is proposed to build such buildings or structures then after serving notice on the Vendor by registered mail and having received no reply within Seven (7) days thereafter the said plans shall be deemed to have been approved of by the Vendor.
4. **WASTE.** No earth closet or open pit closet or cesspit shall be constructed, erected or maintained on any part of any parcel of land in the said tract.
5. **TEMPORARY BUILDINGS.** No temporary building of any kind (including any tent or trailer used for sleeping accommodation) shall be built or maintained on any parcel of land in the said tract except sheds or workshops to be used only for the works incidental to the erection of any permanent building thereon as a model apartment shall be permitted all of which shall be removed upon completion of such erection.
6. **ANIMALS.** No swine, cows, horses, poultry, objectionable animals or creatures shall be kept, raised or maintained on any parcel of land in the said tract Provided Always that dogs and cats shall not be deemed to be objectionable animals.
7. **UNLAWFUL USE.** No unlawful or objectionable use shall be made of any lot of land in the said Subdivision.
8. **WELLS.** No well for the taking of water shall be bored, dug or sunk on any parcel of land in the said tract by any person other than the Vendor except with prior written approval of 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 Code and Sanitary Code or by Town 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 August 4, 1955, as hereinbefore set forth and as the same is from time to time amended and (4) under the provisions of the Freeport Bye-Laws Act, 1965, as the same may from time to time to be amended. Where permission for the sinking of a well shall be granted by the Vendor water shall not be drawn from any lot at a rate exceeding the rate from time to time established by Vendor.
9. **SETBACKS.** No buildings or structures including porches or projections of any kind shall be built or cosntructed in the said tract which do not conform to the following setback regulations:

- A. No building including porches or projections shall be built at less distance than Ten (10) feet from a property boundary except that this dimension shall be increased where the principal window to be a habitable room faces a property boundary in which case the setback shall be not less than Twenty-five (25) feet or Fifteen (15) feet if suitable screening is provided.
- B. No principal window to a habitable room facing the principal window to another habitable room shall be less than Fifty (50) feet apart or Thirty (30) feet if suitable screening between the buildings is provided.
- C. Where the principal window to a habitable room room faces a secondary window to a habitable room or window to a non-habitable room or flank wall the space between the buildings shall not be less than Thirty (30) feet.
- D. Where flank walls or windows to non-habitable rooms face each other the space between them shall be not less than Fifteen (15) feet.

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

- “Flank Wall”:
The end wall of a building containing no windows.
- “Habitable Room”:
Any room in a dwelling unit generally used for eating, sleeping or living including living rooms, dining rooms, bedrooms and family rooms.
- “Principal Window”:
Principal window shall mean the main window to a living, dining, bed or family room.
- “Screening”:
Fencing, walls or planting designed to minimize noise or visual nuisance.

- 10. **DUMPING.** No parcel of land in the said tract shall be used as dumping ground or place for the accumulation of garbage, trash, or other waste matter.
- 11. **NUMBER OF HABITABLE ROOMS.** No building consisting of more than One Hundred (100) habitable rooms with appropriate outbuildings shall be built on parcel of less than One (1) acre of land (and so in proportion of parcels larger or smaller) in the said tract. Provided Always that nothing herein contained shall be deemed to restrict the building of less than One Hundred (100) habitable rooms on more than One (1) acre of land (and so in proportion for parcels larger or smaller) in the said tract.

For the purpose of this Clause “Habitable Rooms” shall mean any hotel bedroom and any room in a dwelling unit used for eating, sleeping, or living including living rooms, dining rooms, bedrooms and family rooms.
- 12. **SIGNS.** No sign, billboard, hoarding, or other advertising device of any kind shall be erected or displayed on any parcel of land in the said tract without prior written consent of the Vendor.
- 13. **SURFACE WATER.** Nothing shall be done on any parcel of land in the said tract whereby the natural flow of surface water shall be increased or altered in such manner as to cause a nuisance to any adjoining or neighboring property.
- 14. **NUISANCE.** Nothing shall be done on parcel of land in the said tract which may be or become an annoyance or nuisance to the owners of any adjoining parcel of land in the said tract.
- 15. **TRAILERS OR COMMERCIAL VEHICLES.** No trailers, including boat trailers, boats, or commercial vehicles of other than those present on business may be parked in the said tract except in enclosed garages.
- 16. **BUILDING COMPLETION.** The erection of any new building or repair of any building damaged by fire, or otherwise, shall be completed as rapidly as possible and should the owner leave such building in an incomplete condition for a period of more than Six (6) months then the Vendor, or its authorized representatives is authorized and empowered either to tear down and clear from the premises the uncompleted portion of such structure or to complete same at its discretion and in either event the expense incurred shall be charged against the owner’s interest therein and shall be a lien upon said lands and premises.
- 17. **OFFSTREET PARKING.** No dwelling unit that does not provide offstreet parking on the basis of one and one quarter (1¼) parking spaces per dwelling unit or one (1) parking space per hotel bedroom for the first Fifty

(50) rooms and one space for Two (2) rooms thereafter approached from a driveway access shall be built on any lot or block of land in the said tract. Such driveway shall not be greater than Twenty (20) feet nor less than Ten (10) feet in width. No driveway access shall be nearer than Thirty (30) feet from a road intersection.