

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



RESTRICTIVE COVENANTS

CENTRAL AREA

Central Area

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO

ALL that piece parcel or tract of land containing Five (5.00) acres more or less bounded on the South by Indies House and on the West by East Mall and on the North by property of the Vendor and on the East by East Atlantic Drive as set out on the attached plan of survey coloured pink and having a frontage on East Mall of Three Hundred and Seventy-seven and Seventy-five hundredths (377.75) feet.

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

1. **USE.** No business or undertaking of any kind shall be carried out on any part of the said hereditaments nor shall any building be constructed or erected thereon or used for any purpose other than the use of the said hereditaments for the construction and operation of a hotel containing not less than One hundred (100) hotel bedrooms. For the foregoing purposes the construction and operation of a hotel includes as part of a hotel operation but not otherwise; usual hotel services such as shops (but only as an integral part of the hotel building itself) and in addition tennis courts, swimming pools night clubs restaurants bars and other entertainment and recreational facilities and everything necessary or incidental thereto other than and except any industrial or manufacturing business.
2. **APPROVAL OF PLANS.** No building or structure or site improvements of any kind shall be built or constructed on the said hereditaments nor shall there be any alterations to any building or structure of any kind on the said hereditaments except in compliance with the provisions of the Building Code Sanitary Code or combined Building Code and Sanitary Code and the Planning Regulations for the Freeport Area as promulgated and from time to time amended by the Vendor and any Bye-laws made under the Freeport Bye-laws Act 1965 and any amendments hereinafter made to the said Act.
3. **BUILDING HEIGHT AND BUILDING DENSITY.** No building shall be constructed on the said hereditaments described in the First Schedule hereto of a height less than Thirty-six (36) feet or three (3) storeys as hereinabove defined provided however that nothing herein contained shall be constructed so as to permit the construction of a building containing more than One Hundred (100) habitable rooms or hotel bedrooms per acre on the said hereditaments.
4. **WASTE.** No earth closet or open pit toilet or cesspit of any kind shall be constructed erected or maintained on the said hereditaments.
5. **TEMPORARY BUILDINGS.** No temporary building of any kind (including any tent or trailer used for sleeping accommodation) shall be built or maintained on the said hereditaments except sheds or workshops to be used only for the works incidental to erection of any permanent buildings thereon.
6. **ANIMALS.** No swine cows horses poultry or objectionable animals or creatures shall be kept or maintained on the said hereditaments provided however that dogs and cats and other usual household pets shall not be deemed to be included in the foregoing restriction.
7. **DUMPING.** 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. Nothing shall be done on any part of the said hereditaments which may be or become an injury or nuisance to the owners of the adjoining land.
8. **UNLAWFUL USE.** No unlawful use shall be made of any part of the said hereditaments.
9. **SETBACKS.** No building or structure including porches or projections of any kind shall be built on the said hereditaments at less distance than Twenty (20) feet from any street or road boundary line and at less distance than Fifteen (15) feet from a side boundary line save where a principal window to a living room or bedroom (including a hotel bedroom) faces unto such space in which event the setback shall be Twenty-five (25) feet.
10. **WELLS.** No well for the taking of water shall be bored, dug or sunk on the said hereditaments.
11. **ADVERTISING.** No sign, billboard, hoarding or other advertising device of any kind shall be erected or displayed on any part of the said hereditaments.

12. **SURFACE WATER.** Nothing shall be done on the said hereditaments 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.
13. **OFF-STREET PARKING.** The Purchasers hereby covenant with the Vendor to provide parking space in the ratio of Fifty (50) parking spaces for the first Fifty (50) hotel bedrooms and One (1) parking space for every Four (4) bedrooms thereafter the said parking spaces to be approached by a driveway not greater than Twenty (20) feet nor less than Ten (10) feet in width and the access to such driveway shall not be nearer than Thirty (30) feet from a road intersection..

THE THIRD SCHEDULE HEREINBEFORE REFERRED TO

EXCEPT AND RESERVING unto the Vendor and its successors in title and assigns the right at all times to enter the property hereby conveyed or any part thereof and their servants and agents the right to enter the property hereby conveyed for the purposes of laying erecting inspecting maintaining repairing replacing and renewing such cables pipe lines conduits wires poles and other apparatus on under and over the said hereditaments as may be necessary or desirable for the purposes of furnishing and maintaining water electricity and telephone supplies and services to the said hereditaments and other land in the area of the property of the Vendor or their successors in title and every part thereof respectively and the furnishing and maintaining of drainage and sewerage systems and facilities therefore together with all such easements rights and privileges of entering upon excavating and breaking open the surface of the said hereditaments and otherwise as may be necessary or desirable for or in connection with any of the foregoing purposes PROVIDED that if the Purchaser shall in laying out the said hereditaments for development reserve and set aside adequate convenient and suitable areas for the purpose of the exercise of the easements rights and privileges hereby excepted and reserved and the Vendor shall approve in writing such layout (such approval not to be unreasonably withheld) then such easements rights and privileges shall apply to and be exercised over such areas to be set aside and not elsewhere in the said hereditaments AND PROVIDED FURTHER that the Vendor and its successors in title and assigns as aforesaid shall do no unnecessary damage to any building or improvement and shall cause as little interference as possible to the development of the said hereditaments for the time being carried on in the exercise of such easements rights and privileges and shall restore and make good the surface of any part of the said hereditaments broken or excavated any damage done to any building or improvement in any such exercise as aforesaid.

THE FOURTH SCHEDULE HEREINBEFORE REFERRED TO

1. The following private roads (each to be a width of not less than Fifty (50) feet but otherwise as named and existing at the date hereof) for the purposes of providing access at all times inter alia to and from the Airport Freeport Harbour the City Dump (wherever from time to time located) and the Government Road (now called Queen's Highway):

The Mall
Poinciana Drive
West Sunrise Highway
East Sunrise Highway
2. All other roads already or hereafter constructed but only for so long as the same are vested in the Vendor (hereinafter called "the Subsidiary Roads"), but subject nevertheless to:-
 - (a) The right (which is expressly reserved to the Vendor) of closing temporarily or permanently any Subsidiary Road (whenever constructed) if the Vendor at any time or times in its discretion thinks fit so to do;
 - (b) All rules and regulations from time to time to be made and all orders from time to time to be given by the Vendor for closing any Subsidiary Road or restricting or controlling the general traffic using the same:-
 - (i). for the purpose of restricting on a gross tonnage per axle basis the hauling and/or transporting of heavy machine equipment and supplies to certain of the Subsidiary Roads only;
 - (ii). for the purposes of repairing maintaining or extending any Subsidiary Roads,
 - (iii). for the purposes of the management and control thereof; or
 - (iv). for the orderly direction of persons and traffic using the same.

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO

ALL those Four (4) pieces parcels or lots of land containing a total of Four and One Hundredths (4.01) acres situate on the South side of Adventurer's Way between East Mall Drive and East Atlantic Drive in "Mall Section 4" of Freeport on the Island of Grand Bahama bounded as follows:

- Northwardly: by a portion of Adventurer's Way and running thereon Three Hundred and Twenty-five and Thirty Hundredths (325.30) feet.
- Eastwardly: by a portion of East Atlantic Drive and running thereon Four Hundred and Eighty-six and Thirty-six Hundredths (486.36) feet.
- Southwardly: by land leased to Bellevue Bahamas Limited the name of which has now been changed to Jansel Bahamas Limited and running thereon Four Hundred and Nineteen and Fifty-two Hundredths (419.52) feet
- Westwardly: by a portion of East Mall Drive and running thereon Five Hundred and One and Twenty-eight Hundredths (501.28) feet

which said pieces parcels or lots of land have such positions boundaries shapes marks and dimensions as are shown on the diagram or plan hereto attached and are thereon colored Pink.

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

1. **USE.** No trade manufacture shall be carried on on the said hereditaments nor shall any building be constructed or erected on the said hereditaments or used for any purpose other than that of an apartment building and the appurtenances thereto.
2. **APPROVAL OF PLANS.** No building or structure of any kind shall be built on the said hereditaments nor shall there be any alteration 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 building or structure upon the said hereditaments 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 building or structure on the said hereditaments and shall be delivered at or forwarded by registered post to the Registered Office of the Vendor 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 Vendor no written objection from the Vendor shall have been received by the Purchaser then such plans and other details as aforesaid shall be deemed to have been approved of by the Vendor.
3. **WASTE.** No earth closet or open pit toilet or cesspit shall be constructed erected or maintained on the said hereditaments.
4. **TEMPORARY BUILDINGS.** No temporary building of any kind (including any tent or trailer used for sleeping accommodation) shall be built or maintained on the said hereditaments except sheds or workshops to be used only for the works incidental to erection of any permanent buildings thereon.
5. **ANIMALS.** No swine cows horses poultry objectionable animals or creatures shall be kept or maintained on the said hereditaments Provided Always that dogs and cats shall not be deemed to be objectionable animals.
6. **UNLAWFUL USE.** No unlawful or objectionable use shall be made of any part of the said hereditaments.
7. **WELLS.** No well for the taking of water shall be bored, dug or sunk on the said hereditaments as a less distance than Fifty (50) feet from any septic tank or sewerage disposal system which may be constructed on the said hereditaments.
8. **DUMPING.** The said hereditaments shall not be used as a dumping ground or place for the accumulation of garbage trash or other waste matter.

9. **ADVERTISING.** No sign, billboard, hoarding or other advertising device of any kind shall be erected or displayed on the said hereditaments without the prior permission in writing of the Vendor first obtained.
10. **NUISANCE.** Nothing shall be done on the said hereditaments which may be or become an annoyance or nuisance to the owners of adjoining lots of land.

THE THIRD SCHEDULE HEREINBEFORE REFERRED TO

EXCEPTING AND RESERVING unto the Vendor Grand Bahama Telephone Company Limited The Grand Bahama Utility Company Limited The Grand Bahama Development Company Limited Freeport Power Company Limited and their respective successors in title and assigns owner or owners operator or operators for the time being as the case may be of the water electricity and telephone supply and service undertakings and systems the easements rights and privileges of laying erecting inspecting maintaining repairing replacing and renewing such cables pipe lines conduits wires poles and other apparatus on under and over the said hereditaments as may be necessary or desirable for the purposes of furnishing and maintaining water electricity and telephone supplies and services to the said hereditaments and to other land in the area of the property of the Vendor or their successors in title and every part thereof respectively and the furnishing and maintaining of drainage and sewerage 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 and otherwise as may be necessary or desirable for or in connection with any of the foregoing purposes PROVIDED that if the Purchaser shall in laying out the said hereditaments for development reserve and set aside adequate convenient and suitable areas for the purpose of the exercise of the easements rights and privileges hereby excepted and reserved and the Vendor shall approve in writing such layout (such approval not to be unreasonably withheld or delayed) then such easements rights and privileges shall apply to and be exercised over such areas to set aside and not elsewhere in the said hereditaments AND PROVIDED FURTHER that the Vendor Grand Bahama Telephone Company Limited The Grand Bahama Utility Company Limited The Grand Bahama Development Company Limited Freeport Power Company Limited and their respective successors in title as aforesaid shall do no unnecessary damage to any building or improvement and shall cause as little interference as possible to the development of the said hereditaments for the time being carried on in the exercise of such easements rights and privileges and shall restore and make good the surface of any part of the said hereditaments broken or excavated and any damage done to any building or improvement in any such exercise as aforesaid.

THE FOURTH SCHEDULE HEREINBEFORE REFERRED TO

1. The following private roads (each to be a width of not less than Fifty (50) feet but otherwise as named and existing at the date hereof) for the purposes of providing access at all times inter alia to and from the Airport Freeport Harbour the City Dump (wherever from time to time located) and the Government Road (now called Queen's Highway):
 - The Mall
 - West Sunrise Highway and East Sunrise Highway (as far as the junction with Sea Horse Road)
 - West Atlantic Drive
 - Peel Street
 - Harbour Road
 - Lunar Boulevard
 - Oceanhill Boulevard
 - Pioneer's Way (West of the Mall)
 - East Atlantic Drive from the Mall to East Sunrise Highway
2. All other roads already or hereafter constructed but only for so long as the same are vested in the Vendor (hereinafter called "the Subsidiary Roads"), but subject nevertheless to:-
 - (a) The right (which is expressly reserved to the Vendor) of closing temporarily or permanently any Subsidiary Road (whenever constructed) if the Vendor at any time or times in its discretion thinks fit so to do;
 - (b) All rules and regulations from time to time to be made and all orders from time to time to be given by the Vendor for closing any Subsidiary Road or restricting or controlling the general traffic using the same:-

- (i) for the purpose of restricting on a gross tonnage per axle basis the hauling and/or transporting of heavy machinery equipment and supplies to certain of the Subsidiary Roads only;
- (ii) for the purposes of repairing maintaining or extending any Subsidiary Roads;
- (iii) for the purposes of the management and control thereof; or
- (iv) for the orderly direction of persons and traffic using the same.