

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



RESTRICTIVE COVENANTS

DERBY 1 (TC)

RESTRICTIONS AND STIPULATIONS

Derby Unit 1 Tourist Commercial

1. **USES.** To use the said hereditaments for the purpose of a first class hotel with the usual outbuildings and other buildings and erections connected with the use of a hotel including staff accommodation swimming pools tennis courts golf courses and other similar amenities usual in first class hotels together with such shops as may properly be integrated in the scheme of a hotel and also for apartment houses and other multiple dwelling buildings and other such tourist-commercial purposes as may be approved of in writing by the Vendor.
2. **TEMPORARY BUILDINGS.** 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 used only for the works incidental to the erection of any permanent buildings thereon.
3. **BUILDING PERMIT.** 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.
4. **OCCUPANCY.** 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 by any applicable public authority or by The Grand Bahama Port Authority, Limited a Bahamian Company or its designated Agent.
5. **CONTRACTOR.** 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 4 of this Schedule or by a contractor approved of in writing by the Vendor.
6. **WASTE.** Not to construct or permit or suffer to be constructed or maintained upon the said hereditaments or any part thereof any earth-closet or open pit-toilet and not to dispose of any waste into any sewage treatment facility at all without the previous written approval of the Vendor. And that connection shall be mandatory to any central collection system which may be installed by the Vendor The Grand Bahama Port Authority, Limited or its designated Agent.
7. **UTILITY EASEMENT.** 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 pipe 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.
8. **DUMPING.** 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 except upon prior

written approval of the Vendor.

9. **SURFACE WATER.** 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.
10. **SIGNAGE.** 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.
11. **ANIMALS.** 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.
12. **NUISANCE.** 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.
13. **PARKING REQUIREMENTS.** All parking spaces whether covered or open shall be not less than Nine (9) feet by Twenty (20) feet in size and shall be obscured from public view from the adjacent road by masonry wall not less than Four (4) feet in height above adjacent ground level.
14. **INGRESS AND EGRESS.** No Lot shall have a driveway or direct ingress or egress or curb cut from or to any main arterial road as designated by the Vendor provided there is access to said Lot by means of an internal or service road.
15. **SETBACK REQUIREMENTS.** No building shall extend beyond the setback line provided in this paragraph provided that where more than one Lot is developed as a single building site the setback lines between contiguously owned lots shall not apply but the side Lot setback lines shall apply to the perimeter Lot lines of the multiple Lot side. No building shall be erected closer to any Lot line of an adjacent Lot than Thirty (30) feet nor closer to any other Lot line than Fifteen (15) feet.