

***Freeport Ridge
Section One***

SCHEDULE OF RESTRICTIONS

PART ONE

Definitions, Restrictions and Stipulations of
general application to all and each part of the
land coloured Pink, Blue and Green upon
the Plan annexed to this Indenture

1. **DEFINITION.** The following words shall have the following meanings for the purposes of all parts of this Schedule:

“A Lot” or “Any Lot” means a lot or any lot shown “platted” on the Plan 438-A and includes a part of a lot or a combination of lots. “The Vendor” means The Grand Bahama Port Authority, Limited or any assign or other successor in title of it.

“The Purchaser” means Freeport Ridge Estatees Limited and any assign or other successor in title of it including any lot sub-purchaser from it and (where the context so admits) an owner for the time being of any structure upon any lot.
2. **WALLS AND FENCES.** No boundary walls or fences to be built on any lot in the said Subdivision of a greater height than Six (6) feet Six (6) inches from the ground.
3. **APPROVAL OF PLANS.** No building or structure of any kind shall be built on any part 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 Vendor and approved of in writing by it. 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 lot of land and such plans must be prepared by a qualified professional architect and shall be delivered at or forwarded by registered post to the Registered Office of the Vendor in the Colony. If within Fifty (50) 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 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 Vendor.
4. **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.
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 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 buildings thereon.
6. **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 providing that they shall not be maintained for breeding or other commercial purposes.
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 lot in the said Subdivision at a less distance than Fifty (50) feet from any septic tank or sewage disposal system which may be constructed on any such lot.

9. **SETBACKS.** 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 setbacks lines between contiguously owned lots shall not apply to the side and rear lot setback lines but shall apply to the perimeter lot lines of the composite building site.

With respect to lots designated for two (2) family duplex dwellings and multiple dwellings no building shall be erected closer to the front lot line than Twenty (20) feet, rear lot line Fifteen (15) feet and Ten (10) feet from a side boundary.

10. **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.
11. **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.

PART TWO

Restrictions and Stipulations additionally
to those contained in Part I affecting lots of
land coloured Pink upon the Plan annexed
to this Indenture

1. **USE.** No trade manufacture business or commercial undertaking (including the business of a guest house proprietor, boarding house keeper or hotel operator) shall be carried on on any lot of land in the said Subdivision nor shall any building be constructed or erected on any lot of land in the said Subdivision or used for any purposes other than that of multiple dwelling units and the appurtenances thereto.
2. **WELLS.** No water shall be taken from the said Subdivision at a withdrawal rate of more than One Thousand (1,000) gallons per acre per day. No well shall be drilled nearer than One Hundred (100) feet to another well or as authorized in writing by the Vendor, nor drilled nearer than Fifty (50) feet to a septic tank or disposal well. No well shall be drilled at any time without the written permission of the Vendor.
3. **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 without the written permission of the Vendor.
4. **NUMBER OF DWELLING UNITS.** No more than a combined aggregate total of Two Thousand Five Hundred (2,500) dwelling units shall be erected on lots One to One Thousand (1-1000) inclusive. The deed conveying any lot or lots shall in the restrictions contained therein include a designation limiting the allowable number of dwelling units permitted on each of the said lots to a two (2), three (3) or four (4) dwelling unit building together with appropriate outbuildings.

Providing, however, that the sum total of the allowable dwelling units of any number of contiguous lots may be erected in one single building not to exceed, however, Forty-eight (48) dwelling units. The contiguous aggregation of lots when so developed shall always remain a single unit, not divisible, and title thereto shall be conveyed or transferred only as such single unit with unity of ownership.

5. **MINIMUM FLOOR AREA.** No dwelling unit with an interior floor area of less than Seven Hundred (700) square feet shall be built on any lot of land in the said Subdivision. Garages, carports, porches, patios and terraces shall not be taken into consideration in calculating the minimum square foot area required by this restrictive covenant.
6. **OFF-STREET PARKING.** No dwelling unit that does not provide off-street parking on the basis of One (1) parking space of no less than Nine (9) feet by Twenty (20) feet per dwelling unit from a driveway access shall be built on any lot of land in the said Subdivision. 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.

PART THREE

Restrictions and Stipulations additionally
to those contained in Part I affecting the
land coloured Blue upon the Plan annexed
to this Indenture

1. No part of the land coloured Blue upon the Plan annexed to this Indenture shall be used otherwise than for the erection of a small Shopping Centre together with motor vehicle parking space, said Shopping Centre shall be comprised of a maximum of Twenty-five Thousand (25,000) square feet of shopping space plus One (1) parking space for every Three Hundred (300) square feet of retail space.
2. Except that the Purchaser may construct subject to approval by the Vendor a limited number (at all times to be approved by the Vendor) of retail shops to form part of any such small Shopping Centre which may be constructed thereafter and to operate or rent and allow such shops to be operated or rented in connection with such small Shopping Centre solely to persons holding a License from the Vendor, no part of the land shall be used for any trade commerce manufacture or business whatsoever save the business of shopping centre management and retail shops therein, and used for the following purposes: a drug store, a sundry store, a bar, a restaurant, a liquor store, a gas station, repair shops, clothing stores, Laundromat, beauty parlor, barber shop, health club, cabana club, bowling alley, recreation center, and theatre.
3. No sign, billboard, hoarding or other advertising device or medium of any kind shall be erected or displayed upon any lot of land or upon any structure upon any part of the land without the prior permission in writing of the Vendor first had and obtained which permission shall not be unreasonably withheld and refused in the case of a sign, billboard, hoarding or other advertising device which is reasonable in point of size, makeup and style having regard to the building, shape or area to which it is intended to refer to be used or affixed.

PART FOUR

Restrictions and Stipulations additionally
to those contained in Part I affecting the land
coloured Green upon the Plan annexed
to this Indenture

1. No part of the land which is coloured Green upon the Plan annexed to this Indenture shall be used otherwise than
 - (a) as an open space, park, playground or public gardens; or
 - (b) as a place of water reserve; or
 - (c) as a school, church, social hall or community centre site; or
 - (d) as a site for public utility facilities for the distribution of electricity purchased solely from the Vendor and the collection and disposal of sewage and the drawing and distribution of water; or
 - (e) as a nursing home for the purpose of serving convalescents and invalids.
2. No sign, billboard, hoarding or other advertising device of any kind shall be erected or displayed on any part of the said land or upon any structure upon any part of the land without the prior permission in writing of the Vendor first had and obtained.