

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



RESTRICTIVE COVENANTS

HEAVY INDUSTRIAL AREA

Heavy Industrial Area

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

1. Not to do anything on the said hereditaments which will interfere with the reasonable use and enjoyment of any adjoining property or any property in the immediate vicinity or neighbourhood of the said hereditaments and in particular not to cause any contamination or pollution of the air, the sea or any underground water supply in the locality.
2. Not to use any portion of the said hereditaments for residential purposes Provided However that this shall not prohibit the provision of accommodation for caretakers, trainees or security personnel employed at any plant or industrial installation to be erected on the said hereditaments.
3. Not to erect or display any billboard, hoarding or any other advertising device of any kind on the said hereditaments without the prior written approval of the Vendor.
4. Not to erect or construct any building or structure of any kind on any part of the said hereditaments unless such building or structure shall comply with the Town Planning Regulations and the Building and Sanitary Codes from time to time promulgated by the Vendor and any Bye-Laws made by the Vendor pursuant to the Freeport Bye-Laws Act 1965 or any Statutory Re-enactment thereof Provided However that in the case of any industrial plant, structure or equipment (excluding office buildings and warehouses and staff quarters and facilities) the Vendor will waive any rights it may have to approve the same or the plans thereof together with any fees payable on such approvals.
5. No earth closet or pit toilet or cesspit shall be constructed erected or maintained on any part of the said hereditaments.
6. No temporary buildings of any kind (including any tent or trailer used for sleeping accommodation) shall be built or maintained on any part of the said hereditaments except when placed thereon in connection with the construction of permanent buildings or structure on the said hereditaments.
7. 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 except as may be normal in the proper conduct of the business of an Oil Refinery and Petro-chemical Plant thereon.
8. No unlawful use shall be made of any part of the said hereditaments.

THE SIXTH SCHEDULE HEREINBEFORE REFERRED TO

ALL that piece or parcel of land being two hundred and twenty-five and fifty-eight hundredths (225.58) acres in extent and shown coloured Pink and marked as Tract Fourteen (14) on Plan 1034 annexed hereto.

THE SEVENTH SCHEDULE HEREINBEFORE REFERRED TO

EXCEPT AND RESERVED -

- (a) Firstly as to all the pieces or parcels herein conveyed unto the Crown, its Heirs and Successors, or to such person or persons to whom the Crown may assign the same, all silver, gold or other precious metal, and all coal and mineral oil underlying the said hereditaments and also RESERVING unto the Crown its Heirs and Successors, or any person authorized by the Governor of the Bahamas for the time, the right to enter at all times and remain so long as necessary to search for, win, and remove all precious metal, oil or coal; and
- (b) Secondly as to a portion of Tract No. Sixteen only the right of Bahamas Developers Limited under an Agreement with the Port Authority dated Twenty-fourth day of November, 1961 to take water from an area of nine and eighteen hundredths (9.18) acres shown on Plan No. 268 annexed to such Agreement subject to the terms and conditions therein stated; and
- (c) Thirdly as to a portion of Tract No. Thirty-four only the right of DeLuxe Cleaners (Freeport) Limited under an Agreement with the Port Authority dated Eighth February, 1962 to take water from an area of nine and sixty-four hundredths (9.64) acres shown on Plan No. 248 attached to such Agreement subject to the terms and conditions therein stated; and
- (d) Fourthly as to a portion of Tract No. Thirty-four only the right of Leader Beverages Limited under an Agreement with the Port Authority dated Sixth February, 1961 to take water from an area of nine and sixty-four hundredths (9.64) acres shown on Plan No. 216 attached to such Agreement subject to the terms and conditions therein stated.

THE EIGHT SCHEDULE HEREINBEFORE REFERRED TO

The Restrictive Covenants applicable only to the Tracts described in the Third and Fourth Schedules

The following restrictive covenants are applicable only to those areas of Tracts 23, 24, 28, 30, 31 and 32 which are hatched in Green on Plan No. 1034 annexed hereto, that is to say: -

Not without the previous consent under Seal of The Grand Bahama Development Company Limited to permit any part of the areas hatched in Green being a zone one thousand feet in width from the Eastern boundaries of the pieces or parcels marked as Tracts numbered 45 and 46 on the Plan No. 1035 annexed hereto to be developed or used otherwise than for agricultural or horticultural purposes, or for private dwelling houses, hotels, apartment houses, or other multiple dwelling buildings, clubs (residential or otherwise), golf courses, restaurants, marinas, schools, churches, places of recreation, sports and entertainment or for such industrial and commercial use as in approved of in writing by the said Development Company (such approval not being unreasonably withheld) together with all building and amenities necessary or desirable for or in connection with any of such purposes.

THE NINTH SCHEDULE HEREINBEFORE REFERRED TO

The Restrictive Covenants applicable only to part of the Tract described in the Fifth Schedule.

The following restrictive covenant is applicable only to that area of Tract Eleven which is hatched in Black on Plan 1034 annexed hereto, that is to say: -

That no industrial development of any nature or kind shall be permitted in the area so defined.

THE TENTH SCHEDULE HEREINBEFORE REFERRED TO

The Restrictive Covenants applicable only to part of the Tract described in the Sixth Schedule

The following restrictive covenants are applicable only to that area of Tract Fourteen which is hatched in Blue on Plan 1034 annexed hereto, that is to say: -

That no part of the defined area shall be developed or used otherwise than for the following purposes: -

Private dwelling houses or other multiple dwelling, hotels and motels, private clubs (residential or otherwise) restaurants, educational institutions, churches, places of recreation, sports and entertainment medical and dental clinics, hospitals, office buildings, tourist and retail commercial uses and other institutional uses as shall or may be approved by the Port Authority or its successors in title.

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

1. **USES.** No trade, manufacture, business or commercial undertaking excepting the operation of a service station garage and related activities incidental thereto and no professional undertaking shall be carried on on the said hereditaments.
2. **WALLS AND FENCES.** No boundary walls or fences to be built on the said hereditaments without prior permission and approval of the Vendor in writing.
3. **APPROVAL OF PLANS.** No building or structure of any kind shall be built on the said hereditaments nor shall there be any alteration of any building or structure of any kind except in accordance with the Freeport Bye-Laws Act 1965 and further unless and until the exterior elevation plans and the proposed type of construction and the proposed location of such buildings or structures within the said hereditaments shall have been approved of in writing by the Vendor. 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 within the said hereditaments 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 Commonwealth. 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 shall have been received the said plans shall be deemed to have been approved of by the Vendor.
4. **WASTE.** No earth closet or open pit closet or open cesspit shall be constructed, erected or maintained on any part of 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 in the said hereditaments except sheds or workshops to be used only for the works incidental to the erection of any permanent buildings thereon and which shall be removed upon completion of such erection.
6. **ANIMALS.** No dogs, cats, swine, cows, horses, poultry, objectionable animals or creatures shall be kept, raised or maintained within the said hereditaments.
7. **UNLAWFUL USE.** No unlawful or objectionable use shall be made of or within the said hereditaments.
8. **WELLS.** No well for the taking of water shall be bored, dug or sunk within the said hereditaments.
9. **SETBACKS.** No building or structure including porches or projections of any kind shall be built within the said hereditaments at less distance than Twenty (20) feet from any street or road boundary line and at less distance than Ten (10) feet from a side boundary line.
10. **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.
11. **SIGNS.** No sign, billboard, hoarding or other advertising device of any kind shall be erected or displayed within the said hereditaments except in compliance with the Freeport Bye-Laws Act 1965.
12. **SURFACE WATER.** Nothing shall be done within 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 neighbouring property.
13. **NUISANCE.** Nothing shall be done within the said hereditaments which may be or become an annoyance or nuisance to the owners of any adjoining or neighbouring property.

THE THIRD SCHEDULE HEREINBEFORE REFERRED TO

EXCEPT AND RESERVING unto the GRAND BAHAMA PORT AUTHORITY, LIMITED THE GRAND BAHAMA UTILITY COMPANY LIMITED, FREEPORT POWER COMPANY LIMITED and GRAND BAHAMA TELEPHONE 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 those adequate convenient and suitable areas for the purpose of the exercise of the easement rights and privileges hereby expected and reserved 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 every part thereof respectively and the furnishings 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 the said THE GRAND BAHAMA UTILITY COMPANY LIMITED, FREEPORT POWER COMPANY LIMITED and GRAND BAHAMA TELEPHONE 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 easement 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 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):
 - (a) The Mall
 - (b) West Sunrise Highway and East Sunrise Highway (as far as the junction with Sea Horse Road)
 - (c) Pioneer's Way (west of the Mall)
2. All other roads already or hereafter constructed but only if the same were or 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;
 - (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.