

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



RESTRICTIVE COVENANTS

HERITAGE RESTRICTIVE COVENANTS - DUPLEX.

HERITAGE COMMUNITY
RESTRICTIONS AND STIPULATIONS FOR TWO FAMILY DUPLEX HOUSE LOTS

TWO-FAMILY DUPLEX

1. Except for a two-family "duplex house" no apartment hotel or other building designated for occupation by more than one family with its guests and servants shall be built on any lot.

2. **NON PERMITTED USES**

No trade manufacture business or commercial undertaking (including the business of a guest-house proprietor boarding-house keeper or hotel operator) other than rental of residential dwellings and no profession shall be carried on any lot designated for duplex dwellings.

DWELLINGS PER LOT

3. Not more than one two-family duplex house (including rooms for the accommodation of guests servants' quarters and garage) shall be built on any lot Provided Always that nothing herein contained shall be deemed to restrict the building of one two-family duplex house on more than one lot.

TEMPORARY BUILDINGS

4. 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 and used only for the works incidental to the erection of any permanent buildings thereon.

MINIMUM FLOOR AREA

5. No two-family duplex house with an interior ground floor area of less than One Thousand Five Hundred (1,500) square feet of space shall be built on any Lot. Garages carports porches patios and outside terraces shall not be taken into account in calculating such minimum square foot area.

HEIGHT RESTRICTIONS

6. No two-family duplex building shall exceed (i) two storeys and (ii) twenty-eight (28) feet in height from adjacent natural grade of the ground to the midpoint of a pitched roof. No two-family duplex house shall be erected without a pitched roof with pitch of not less than one and five tenths (1.5) inches per foot. No building shall have a straight wall extending

longer than one hundred (100) feet.

BUILDING SET BACKS

7. No dwelling unit or building including porches, or projections of any kind shall extend beyond the setback lines provided by 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 site.

Front Yard Setback: No building shall be erected other than on the Front Lot Line that is prescribed on the Plan attached hereto as Exhibit B.

Rear Yard Setback: No building shall be erected closer to the rear Lot line than forty (40) feet unless otherwise prescribed on the Plan attached hereto as Exhibit B.

Side Yard Setbacks: No building, other than an attached garage shall be erected closer to the side yard setback than Ten (10) feet on that side of the Lot designated for a driveway as prescribed on the Plan attached hereto as Exhibit B and fifteen (15) feet from the remaining side Lot line. For those Lots highlighted on the Plan attached hereto as Exhibit C, side yard setbacks shall be approved by the Vendor.

DRIVEWAYS

8. No Driveway shall be set back less than a minimum of five (5) feet from side property lines. Driveways shall be located as per the Plan attached hereto as Exhibit A.

PARKING

9. No two-family duplex house shall be built on any lot or lots unless there shall also be provided on such lot or lots a minimum of one and five tenths (1.5) parking spaces for each dwelling unit of the building thereon. Each parking space whether covered open or in a garage shall be not less than Nine (9) feet by Eighteen (18) feet in size. All parking spaces whether covered or open other than those contained in a garage shall be obscured from public view from the adjacent road by masonry walls or hedges not less than Four (4) feet in height above adjacent ground level.

VEHICLES

10. (i) No vehicles are to be parked on verges, landscape buffers, or roads within the Subdivision for a period exceeding twenty-four (24) hours, or in any event to

cause damage to Subdivision landscaping or obstruct traffic flow. Derelict vehicles will be towed at the owner's expense without notice.

- (ii) No lot shall be used for the repair or storage of vehicles.

ARTERIAL ROADS

- 11. 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.

TREE RETENTION

- 12. No trees exceeding three (3) inches in diameter situate in the front setback of any Lot shall be removed unless approved of in writing by the Vendor. Similarly, no trees or natural vegetation shall be removed from parks, greenways or landscape buffers, as shown on the enclosed Plan attached hereto as Exhibit A.

LANDSCAPING

- 13.
 - (i) No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any Lot except for designated greenways and landscape buffers and no refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Lot or within any designated greenways and landscape buffers.
 - (ii) All landscaping, sprinkler systems and any built landscape structures, improvements and appurtenances to the lot shall be kept in good, safe, clean, neat and attractive condition.
 - (iii) All lots located at street intersections shall be landscaped so as to permit safe sight across the street corners.

WALLS AND FENCES

- 14.
 - (i) No walls or fencing on any Lot of shall project past the midpoint of the side walls of a dwelling unit and shall not be greater than five (5) feet in height.
 - (ii) No chain link fencing material other than green vinyl or green painted chain link fence material shall be permitted.
 - (iii) No walls or fences are permitted along the front lot line.
 - (iv) No barbed wire or razor wire fence-types shall be used on any Lot.
 - (v) No fence, wall, hedge, or shrub planting shall be placed or permitted to remain

where it would obstruct the view of motorists.

ROOFING

15. (i) No roof shall be built with materials other than those approved by the Vendor.
- (ii) No flat roof shall be more than ten percent (10%) of the total roof area calculated from a plan view.
- (iii) No roof top solar panels and mechanical equipment shall be installed unless they are screened from off-site view behind ridge lines or parapets that are integrated with the roof design.

ENCLOSURES AND SCREENING

16. No clotheslines, garbage cans, storage tanks, tarps, mechanical equipment, including without limitation, electrical meters, gas meters, and air conditioning compressors or other similar items shall be located on any Lot unless screened so as to be concealed from view of neighboring lots and streets.

WASTE

- 17 (i) Septic tanks and disposal wells shall not be installed unless they meet the requirements prescribed in the Freeport Building and Sanitary Code or as otherwise directed by the Authority issuing Building Permits pursuant to the Freeport Bye Laws Act, 1965.
- (ii) No earth closet or open pit toilet or cesspit shall be constructed or maintained on any Lot.
- (iii) Connection will be mandatory to any central collection system which may be installed by the Vendor, the Grand Bahama Port Authority, Limited or their assigns.

WELLS

18. No well for the taking of water shall be bored, dug or sunk on any Lot or tract in the said Subdivision.

SURFACE WATER

19. 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.

SIGNAGE

20. 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.

DUMPING

21. 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 clean and 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.

ANIMALS

21. (i) No swine, cows, horses, poultry, pit bull dogs, rothweillers or any other breed of dog from time to time specified by the Vendor ("the restricted breeds") and no objectionable animals or creatures shall be kept raised or maintained on any Lot. Except for the restricted breeds, dogs and cats shall not be deemed objectionable animals.
- (ii) No more than two (2) dogs shall be kept raised or maintained on any lot.

NUISANCE

22. Nothing shall be done on any lot which may be or become an annoyance or nuisance to the owners of any adjoining or neighboring lot.

TOWERS

24. Not to construct on any Lot in the Subdivision any tower mast or similar apparatus for radio television cable or telephone service.

PROPERTY DAMAGE

25. Not to cause damage to any property within the Subdivision and to make full repairs to any Common Area, developed or undeveloped roads, sidewalks, utilities, lighting, signage, and/or landscaping damaged by the lot owner, his servants agents or invitees

BUILDING PLAN APPROVAL

26. (i) No building or structure including landscape structures of any kind shall be built on any Lot or tract in the said Subdivision nor shall there be any alteration of a building or structure of any kind, unless and until the floor plans, exterior

elevation plans and the proposed location of such buildings or structures indicating extent of land clearing upon the said Lot or tract shall have been submitted to the Vendor and approved of in writing. Upon receiving written approval from the Vendor a complete set of construction drawings shall be submitted for a building permit. Every application to the Vendor shall be in writing and shall be accompanied by required drawings and specifications as outlined in the Freeport Building and Sanitary Code and/or subsequent amendments or alterations to the said Code. Such plans must be prepared by a qualified professional architect, architectural technician or draftsman registered in accordance with The Professional Architects Act, 1994 and shall be delivered at or forwarded by registered post the Registered Office of the Vendor in the Commonwealth. If within forty-five (45) 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 by the Owner of the Lot of land upon which it is proposed to build such buildings or structures or his or her Agent 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 by the Vendor.

- (ii) Applications for a permit to construct on five or more single family lots shall include more than one house design. Further, applications for a permit to construct on five or more lots shall be accompanied by a minimum of three (3) alternate house designs indicating floor plans and elevations. Such plans and elevations shall be approved of in writing by the Vendor.

INCOMPLETE OR DAMAGED BUILDINGS

- 27. The erection of any new building or repair of any damaged building on any lot 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 representative is authorized and empowered either to tear down and clear from the premises the uncompleted portion of such structure or to complete the same at its discretion and in either event the expenses incurred shall be charged against the Owner's interest therein and shall be lien upon the said lot.

LICENSED CONTRACTORS

28. No building or structure of any kind shall be erected constructed placed enlarged or altered in any manner except by a contractor duly licensed by the Port Authority pursuant to the Agreements referred to in paragraph 29 of this Schedule or by a contractor approved of in writing by the Vendor.

CONSTRUCTION STANDARDS

29. No lot block tract or unit shall be resubdivided replatted or altered in any way and no building structure erection or improvement of any kind shall be erected constructed placed enlarged altered used or occupied (a) unless the same is maintained in a safe clean and presentable condition including such appropriate landscaping as may be required by the Vendor or (b) otherwise than in compliance with any standards condition rules regulations and bye-laws from time to time (1) promulgated by any competent public authority (2) prescribed by the Building Code and Sanitary Code or by a Planning Code or by Planning Regulations for the Port Area (3) promulgated or made by The Grand Bahama Port Authority, Limited (hereinafter called "the Port Authority") pursuant to any Agreement made with the Government of the Commonwealth of The Bahamas dated the 4th day of August, A.D., 1955 and recorded in the said Registry of Records in Volume 8 at pages 447 to 479 inclusive as such Agreement has been amended or (4) under the provisions of the Freeport Bye-Laws Act, 1965 as the same may from time to time be amended PROVIDED HOWEVER that wherever the standards conditions rules and regulations set forth herein are of a higher standard than those promulgated by sub-paragraphs (1) (2) (3) and (4) of this paragraph the standards conditions rules and regulations hereof shall apply.

UTILITY EASEMENTS

30. Nothing shall be done over on or under the area designated as utility easement area on the plot plan of the said hereditaments hereto attached 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, pipes, lines, conduits, wires, poles, and other apparatus for the purposes of water, electricity, cable, telephone,, drainage, and sewage supplies and services to the Subdivision and every part thereof.