

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



**RESTRICTIVE COVENANTS**

**HERITAGE RESTRICTION STIPULATIONS**

## **HERITAGE COMMUNITY**

### **RESTRICTIONS AND STIPULATIONS FOR SINGLE FAMILY LOTS**

#### **SINGLE FAMILY USE**

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

#### **NON PERMITTED USES**

2. 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 single family dwellings.

#### **DWELLINGS PER LOT**

3. Not more than one private residence or dwelling house (including rooms for the accommodation of guests servant's quarters and garage) shall be built on any Lot  
Provided Always that nothing herein contained shall be deemed to restrict the building of one private residence or dwelling 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 private residence or dwelling house shall be constructed with an interior ground floor area which is less than the areas indicated below and as further specified in Exhibit E attached hereto.

- a) One Thousand (1,000) square feet of ground floor living area shall be built on Lots between 9,000 and 12,000 square feet.;

- b) One Thousand Two Hundred (1,200) square feet of ground floor living area shall be built on Lots between 12,001 and 13,500 square feet;

One Thousand Three Hundred (1,300) square feet of ground floor living area shall be built on Lots larger than 13,501 square feet. Ground floor living area shall not include porches, decks, garages or carports.

### **HEIGHT RESTRICTIONS**

6. No single family dwelling unit 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.

### **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. Non residential structures such as garages, carports or tool sheds up to a maximum floor area of Four Hundred (400) square feet may be erected within the rear yard setback provided that building plans for the said structures are submitted to the Vendor and receive the Vendor's prior written approval.

Side Yard Setbacks: No building 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. (i) No Driveway shall be set back less than a minimum of twelve (12) feet from side property lines. Driveways shall be located as per the Plan attached hereto as Exhibit B.
- (ii) No Driveway shall be constructed with materials other than concrete, asphalt or pea-rock. No mulch, sand or earthen driveways shall be permitted.

### **PARKING**

9. No lot shall have less than two (2) on-site parking spaces.

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### **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 or boats.

### **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. (i) No trees exceeding three (3) inches in diameter situate in the front or sideyard setback of any Lot or on the areas highlighted on the plan attached hereto as Exhibit A shall be removed unless approved of in writing by the Vendor or replaced with an indigenous or native tree of not less than three (3) inches in diameter. The approval of the Vendor is required prior to removing and replacing any trees in accordance with this paragraph 12(i).

- (ii) No trees or natural vegetation shall be removed from parks, greenways or landscape buffers, shown on the enclosed Plan attached hereto as Exhibit D.
- (iii) No trees in the front yard setback shall be removed for the installation of any above or below ground service lines or tanks.

### 13. LANDSCAPING

- (ii) (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;
- (iv) The front yard landscaping must be graded, top soil installed and seeded;
- (v) A minimum of the following landscaping plants are required (a) Three (3) shade trees (b) Two (2) fruit trees (c) Twenty (20) flowering shrubs.

### 14. WALLS AND FENCES

No material other than green vinyl chain link fencing or green painted chain link fencing shall be permitted along the rear boundary line of a Lot or shall project past the midpoint of the sidewalls of a dwelling unit; No fence, wall, hedge or shrub planting shall exceed five (5) feet in height; No walls or fences are permitted along the front Lot Line; No barbed wire or razor wire fence types shall be used on any Lot; and No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would obstruct the view of motorists.

### 15. ROOFING

No roof shall be built with materials other than white cement tiles, metal, architectural asphalt shingles or other materials as 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.

#### **(17) EXTERIOR FINISHES**

(i) All exposed concrete block must be stuccoed. Natural stone, hardi-plank or other materials may be permitted with the prior written approval of the Vendor.

(ii ) Exterior colours must have written approval of the Vendor. Application for a change in the exterior colour must be delivered or forwarded by Registered Post to the Registered Office of the Vendor in the Commonwealth. If within forty-five (45) days after the delivery or posting of such application to the registered office of the Vendor no written objection shall have been received by the owner of the Lot 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 application shall be deemed to have been approved by the Vendor.

#### **17. EXTERIOR LIGHTING**

(i) Exterior lighting fixtures shall not be installed on any residential unit without adequate and proper shielding of the fixtures.

(ii ) No lighting fixtures shall be installed that may or become an annoyance or nuisance to the residents of adjacent residential units.

#### **ENCLOSURES AND SCREENING**

18. 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.

#### **19. WASTE**

(i) Septic tanks shall be constructed of a one piece pre-cast concrete method so as to minimize leakage.

(ii ) Septic tanks shall not be installed within the front yard setback unless they are located Six (6) Feet from the front wall of the dwelling.

(iii ) 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.

(iv) No earth closet or open pit toilet or cesspit shall be constructed or maintained on any Lot.

(v ) 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.

#### **20. WELLS**

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

#### **21. SURFACE WATER**

(i) Nothing shall be done on any lot whereby the natural flow of surface water shall be increased or altered in such a manner as to cause a nuisance to any adjoining or neighbouring property. All topographic changes must occur within the lot boundaries and meet adjacent grades.

(ii ) Surface water drainage must be contained within the lot boundaries and not permitted to flow on to roads right of ways.

(iii ) Surface water drainage from a lot is permitted to drain to greenways and buffer areas.

22. **SIGNAGE**

Other than lot identifying numbers affixed to a residence 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.

23. **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 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.

24. **ANIMALS**

(i) No swine, cows, horses, poultry, Pit Bulls, Rothweillers, Mastiffs, Doberman Pinchers 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 ) Not more than two (2) kennels are permitted on a lot.

(iii ) No breeding operation of any type is permitted.

25. **NUISANCE**

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.

26. **TOWERS**

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

27. **PROPERTY DAMAGE**



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

## **28. BUILDING PLAN APPROVAL**

(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 to 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;

Applications for a permit to construct on five or more single family 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; and

If within forty-five (45) days after the delivery of the plans and elevations for the alternate house designs 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 homes 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.

## **29. INCOMPLETE OR DAMAGED BUILDINGS**

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.

## **30. LICENSED CONTRACTORS**

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 31 of this Schedule or by a contractor approved of in writing by the Vendor.

## **31. CONSTRUCTION STANDARDS**

No lot block tract or unit shall be re-subdivided re-platted 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.

### **32. UTILITY EASEMENTS**

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.

Kleptomaniac