

Tract 'A'
Hudson Estate

SCHEDULE OF RESTRICTIONS

1. **USE.** No trade, manufacture, business, professional or commercial undertaking other than the construction and rental of single family residential dwelling houses shall be carried on in the said hereditaments.
2. **WALLS AND FENCES.** No boundary walls or fences shall be built in 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 any lot of land as laid out on a plan of Subdivision approved by the Vendor in the said hereditaments 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 them. 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 professional architect and shall be delivered at or forwarded by registered post to the Registered Office of the Vendor in the Colony. 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 by the Owner of the lot of land upon which it is proposed to build such buildings or structures 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 of by the Vendor.
4. **WASTE.** No earth closet or open pit closet or cesspit shall be constructed, erected or maintained on any part of land in 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 used only for the works incidental to the erection of any permanent building all of which shall be removed upon completion of such erection.
6. **ANIMALS.** No swine, cows, horses, poultry, objectionable animals or creatures shall be kept, raised or maintained in the said hereditaments Provided Always that dogs and cats shall not be deemed to be objectionable animals.
7. **UNLAWFUL USE.** No unlawful or objectionable use shall be made of any lot of land in the said hereditaments.
8. **WELLS.** No well for the taking of water shall be bored, dug or sunk on any lot in the said hereditaments by any person other than the Vendor except with the provisions of the Freeport Bye-Laws Act, 1965 as the same may from time to time be amended. Where permission for the sinking of a well shall be granted by the Vendor water shall not be drawn at a rate exceeding the rate from time to time established by the Vendor.
9. **SETBACKS.** No building or structure including porches or projections of any kind shall be built on any lot as laid out on a plan of subdivision approved by the Vendor 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 or rear boundary line save where a principal window to a living room faces onto such space in which event the setback shall be Twenty-five (25) feet.
10. **DUMPING.** No lot of land in the said hereditaments shall be used as a dumping ground or place for the accumulation of garbage, trash or other waste matter.
11. **LAND USE.** Not more than one (1) single family dwelling house with appropriate outbuildings shall be built on any parcel of land in the said hereditaments which comprises less than a lot therein as laid out on a plan of subdivision approved by Vendor. Provided Always that nothing herein contained shall be deemed to restrict the building of one (1) single family house on more than one lot of land.

12. **DWELLING UNIT AREA.** No dwelling unit with an interior floor area of less than Eight Hundred (800) square feet shall be built in the said hereditaments. Garages, carportes, porches, patios and terraces shall not be taken into account in calculating the square foot area required by this restrictive covenant.
13. **SIGNS.** No sign, billboard, hoarding or other advertising device of any kind shall be erected or displayed in the said hereditaments without prior written consent of the Vendor.
14. **SURFACE WATER.** Nothing shall be done in 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 lot or parcel of land as laid out on a plan of subdivision approved by the Vendor.
15. **NUISANCE.** Nothing shall be done in the said hereditaments which may be or become an annoyance or nuisance to the owners of adjoining parcel or lot of land as laid out on a plan of subdivision approved by the Vendor in the said hereditaments.
16. **OFF-STREET PARKING.** No dwelling unit that does not provide off-street parking in accordance with the Town Planning Regulations of The Grand Bahama Port Authority Limited as the same shall from time to time be amended shall be built in the said hereditaments.