

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



RESTRICTIVE COVENANTS

LINCOLN GREEN 5

RESTRICTIVE COVENANTS

Lincoln Green Unit 5

1. **Uses:**
No trade profession 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 shall be carried on on any lot.
2. **Temporary Buildings:**
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.
3. **Approval of Plans:**
No lot block tract or unit shall be resubdivided replatted or altered in any way and no building or structure of any kind shall be built erected constructed placed enlarged or altered and no site clearing undertaken on any lot unless and until the detailed plans and the proposed type of resubdivision replatting or alteration and the detailed plans and specifications and the proposed type of construction and the proposed location of such site clearing buildings or structures upon the said lot shall have been submitted to the Vendor and approved of by it in writing. Every application to the Vendor shall be in writing on a form to be provided by the Vendor and shall be accompanied by the detailed plans and the proposed type of resubdivision replatting or alteration and by the detailed plans and specifications and details of the proposed type of construction and plat showing the location of such site clearing buildings or structures on said lot such plans must be prepared by a Professional Architect or Architectural Technician, qualified in accordance with The Professional Architects Act, 1994 and shall be delivered by registered post or by hand delivery to the office of the Vendor at The Grand Bahama Port Authority, Limited, Headquarters Building, Freeport, Grand Bahama Island, The Bahamas. If within Forty-five (45) days (or within such period as specified to the Lot Owner by the Vendor) after the delivery of such plans and information as aforesaid to the office of the Vendor no written objection shall have been received by the owner of the lot which is proposed to be re-subdivided replatted or altered or upon which it is proposed to build such buildings or structures from the Vendor then such plans and other information as aforesaid shall be deemed to have been approved by the Vendor.
4. **Construction Standards:**
No lot block tract or unit shall be resubdivided replatted or altered in any way and no buildings improvements or premises shall be occupied unless and until and except during such time as the same are erected and maintained in a safe clean and presentable condition and in either or both events comply in all respects with any and all rules and regulations (i) promulgated by any applicable public authority or (ii) promulgated by The Grand Bahama Port Authority, Limited a Bahamian corporation (hereinafter called "the Port Authority") pursuant to an Agreement made with the Government of the Commonwealth of The Bahamas dated the Fourth day of August, A.D., 1955 and recorded in the Registry of Records of the said Commonwealth in Volume 8 at pages 447 to 479 inclusive as amended by an Agreement with the said Government dated the Eleventh day of September 1960 and recorded in the said Registry of Records in Volume 353 at pages 186 to 350 inclusive or (iii) specified in any Building Code from time to time established by any applicable public authority or by the Port Authority or its designated Agent ("the Building Code").
5. **Licensed Contractor:**
No building or structure of any kind shall be erected constructed placed enlarged or altered any manner except by a contractor duly licensed by the Port Authority pursuant to the said Agreements referred to in paragraph 4 of this Schedule or by a contractor approved of in writing by the Vendor.
6. **Wells:**
No well shall be constructed or maintained on any lot without the written approval of the Vendor and the Port Authority being obtained and not more than one water supply well at a time shall be placed on each lot except that in the case of multiples or aggregations of lots developed as a single unit wells equivalent in number to the number of lots in such multiples or aggregation may notwithstanding anything hereinbefore contained be placed in such position or positions within such multiples or aggregations as the owner or owners thereof shall see fit. No well shall be placed closer than Fifty (50) feet to a septic tank or disposal well. Water shall not (except with the prior written approval of the Vendor) be drawn from any lot at a rate exceeding One Thousand (1,000) gallons per day for each acre (and so in proportion for any lot having an area of less than One (1) acre). No well shall have a diameter of less than Four (4) inches or (except with the prior written approval of the Vendor) shall extend less than Eight (8) nor more than Ten (10) feet below existing ground water level.
7. **Waste:**
No earth closet or open pit toilet or cesspit shall constructed or maintained on any lot. Except with the prior written

consent of the Vendor no domestic waste shall be discharged or disposed of otherwise than into a two (2) compartment septic tank of not less capacity than shall be approved of in writing by the Vendor or as specified in the Building Code. Except as aforesaid treated waste from a two (2) compartment septic tank shall not be disposed of otherwise than through a cased well with a clear internal diameter of not less than four (4) inches and to a depth of at least Forty (40) feet below mean low sea level or as specified in the Building Code. There shall not be more than one disposal well for domestic wastes on each lot and no disposal well or septic tank shall be placed nearer than Fifty (50) feet to any water supply well.

8. **Utility Easement:**

Nothing shall be done over on or under the area designated on the said diagram or plat or plan hereto attached as "utility easement area" 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 telephone drainage and sewage supplies and services to the Subdivision and every part thereof.

9. **Dumping:**

No lot shall be used or maintained as a dumping ground for rubbish trash garbage landscape materials or other waste matter. Rubbish trash garbage landscape materials or other waste matter shall be kept only in closed 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.

10. **Burning of Trash:**

No burning of rubbish trash garbage landscape materials or other waste matter shall be permitted on any lot at any time.

11. **Surface Water:**

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.

12. **Signs:**

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.

13. **Animals:**

No swine cows horses poultry or objectionable animals or creatures shall be kept raised or maintained on any lot Provided Always that dogs and cats shall not be deemed to be objectionable animals.

14. **Removal of Trees:**

- (a) On waterfront lots no trees exceeding three (3) inches in diameter and situate within fifteen (15) feet of the front boundary lot line shall be removed without the prior approval of the Vendor; and
- (b) On non-waterfront lots no trees exceeding three (3) inches in diameter and situate:-
 - (i) within fifteen (15) feet of the front boundary lot line; and
 - (ii) within ten (10) feet of the rear boundary lot line shall be removed without the prior approval of the Vendor.

15. **Fences:**

No fence wall hedge or mass planting of any type exclusive of trees exceeding a height of five (5) feet above the finished graded surface of the ground upon which it is located shall be constructed, planted, placed or maintained upon any lot. No barbed wire or razor wire shall be attached to any fence or wall.

16. **Clothes Lines:**

No clothes sheets blankets or other articles shall be hung out to dry on any Lot or on any part thereof except in a service yard or yard completely enclosed by a lattice fence hedge wall or other screening device.

17. **Trailers or Vehicles:**

- (a) No trailer camper boat trailer traps and no boat of any kind shall be parked left or stored upon any lot in the Subdivision;
- (b) No vehicle of any type shall be permitted on any Lot unless the same has a current license tag in accordance with the laws of the Commonwealth of The Bahamas; and
- (c) No junk or abandoned vehicles of any type shall be permitted on a Lot. Vehicles shall include without limitation, motorcycles.

18. **Canal Water:**

Water shall not be drawn or extracted from the canals or private inland waterways situate in the Subdivision by means of a pump or any other type of device.

19. **Water Skiing:**

No water skiing or jet skiing shall be permitted in any of the canals or private inland waterways situate in the Subdivision.

20. **Vessels:**
No motorised vessel with a combustible engine of any description shall be utilised in any of the canals or private inland waterways situate in the Subdivision save for emergency rescue vessels and maintenance vessels utilised by the relevant authorities and approved of in writing by the Vendor.
21. **Building Completion:**
No building damaged by fire or otherwise shall be left in an incomplete condition or in a condition of disrepair for a period of more than Six (6) months. No new buildings or buildings under construction shall be left in an incomplete condition for a period of more than Eighteen (18) months.
22. **Pollution:**
No offal garbage cans dead animals or fish gaseous liquid oil gasoline calcium carbide tar trade waste untreated sewage or any other refuse or matter which is liable to pollute the canals or private inland waterways situate in the Subdivision or to cause scum to form on its surface or sediment on its bottom or to create the odour or gases of putrefaction shall be deposited placed or discharged into such waterway.
23. **Nuisance:**
Nothing shall be done on any lot which may be or become an annoyance or nuisance to the owners of any adjoining or neighbouring lot.
24. **Access:**
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.

**IN ADDITION TO PARAGRAPHS 1 THROUGH 24 HEREOF THE FOLLOWING
ADDITIONAL RESTRICTIONS AND STIPULATIONS SHALL BE APPLICABLE
TO LOTS DESIGNATED FOR SINGLE FAMILY DWELLINGS**

25. **Single Family Use:**
No "duplex house" apartment house hotel or other building designated for occupation by more than one family with its guests and servants shall be built on any lot.
26. **One Dwelling:**
Not more than one private residence or dwelling house (including rooms for the accommodation of guests servants' quarters and garage) with appropriate outbuildings 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.
27. **Interior Floor Area:**
No private residence or dwelling house with an interior floor area of less than One Thousand Two Hundred and Fifty (1,250) square feet of air conditioned living space shall be built on any lot. Garages carports open or screened porches patios and outside terraces shall not be taken into account calculating such minimum square foot area.
28. **Setbacks:**
No building shall extend beyond the setback line provided in 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. No building shall be erected closer to the front lot line than whichever is the lesser of Twenty-five (25) feet or a distance equal to Twenty per centum (20%) of the average depth of the lot. No building shall be erected closer to the rear lot line whichever is the lesser of Twenty-five (25) feet or a distance equal to Twenty-five per centum (25%) of the average depth of the lot. No building shall be erected closer to the side lot lines than a distance equal to Ten per centum (10%) of the average width of the lot or less than Sixty-five per centum (65%) of the distance measured from the finished grade to the highest point of the building, whichever is the greater, but in no event closer than Ten (10) feet to such side lot lines. No building shall have a total floor area under roof in excess of One and two tenths (1.2) times the buildable area of the site after the required setback areas have been excluded.
29. **Height:**
No building shall exceed (i) two (2) storeys; and (ii) twenty-eight (28) feet in height from adjacent natural grade of ground to the midpoint of a pitched roof.

IN ADDITION TO PARAGRAPHS 1 THROUGH 24 HEREOF THE FOLLOWING ADDITIONAL

RESTRICTIONS AND STIPULATIONS SHALL BE APPLICABLE TO LOTS DESIGNATED FOR TWO-FAMILY DUPLEX HOUSES

30. **Two-Family Duplex House**
Except for a multi-family dwelling or two-family "duplex house" no apartment house hotel or other building designed for occupation by one or more families with their guests and servants shall be built on any lot.
31. **One Dwelling:**
Not more than one, two-family "duplex house" (including rooms for the accommodation of guests servants' quarters and garage or combined garage and apartment) with appropriate outbuildings 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. No two-family "duplex house" shall be built upon any lot having an area less than Ten Thousand (10,000) square feet.
32. **Interior Floor Area:**
No two-family duplex house with an interior floor area of less than Nine Hundred (900) square feet of air conditioned living space per unit shall be built on any lot. Garages carports open or screened porches patios terraces and outside stairways shall not be taken into account in calculating such minimum square foot area.
33. **Setbacks:**
(a) 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 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; and
(b) With respect to lots designated for two-family duplex houses no building shall be erected closer to the front lot line than whichever is the lesser of Twenty-five (25) feet or a distance equal to Twenty per centum (20%) of the average depth of the lot; no building shall be erected closer to the rear lot line than whichever is the lesser of Twenty-five (25) feet or a distance equal to Twenty-five per centum (25%) of the average depth of the lot; and no building shall be erected closer to the side lot line than a distance equal to Ten per centum (10%) of the average width of the lot or less than Sixty-five per centum (65%) of the distance measured from the finished grade to the highest point of the building whichever is greater but in no event closer than Ten (10) feet to the said side lot line.
34. **Height:**
No 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 Two Hundred (200) feet.
35. **Parking:**
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 Twenty (20) 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 a hedge wall or fence of not less than Five (5) feet in height above adjacent ground level.
36. **Headings:**
The Headings in this Schedule are inserted for convenience only and do not constitute terms of said Schedule or affect its interpretation.