

Regency Park Unit 2

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

1. **USES – LOTS ZONED FOR MULTI-FAMILY RESIDENTIAL USES.** No trade manufacture business or commercial undertaking excepting the rental of apartment dwellings (including the business of guest house proprietors boarding house keeper or hotel operator) and no professional undertaking shall be carried on on any lot of land in the said Subdivision Numbered 216 to 458 inclusive and coloured Pink on Exhibit “A” to the Agreement dated the Sixth day of June A.D. 1968 between the parties hereto.
2. **WALLS & FENCES.** No boundary walls or fences to be built on any lot or tract in the said Subdivision 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 or tract in the said Subdivision 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 approved of in writing by the Purchaser and have been submitted to the Vendor and 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 on the said lot or tract of land 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 Vendors 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 or tract 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 open cesspit shall be constructed erected or maintained on any part of any lot or tract of land in the said Subdivision.
5. **TEMPORARY BUILDINGS.** No temporary building of any kind (including any tent or trailer used for sleeping accommodation) shall be built or maintained on any lot or tract of land in the said Subdivision except sheds or workshops to be used only for the works incidental to the erection of any permanent building thereon and 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 on any lot or tract of land in the said Subdivision PROVIDED ALWAYS that dogs and cats in reasonable numbers per dwelling shall not be deemed to be objectionable animals.
7. **UNLAWFUL USE.** No unlawful or objectionable use shall be made of any lot or tract of land in the said Subdivision.
8. **WELLS.** No well for the taking of water shall be bored, dug or sunk on any lot or tract of land in the said Subdivision by any person other than the Vendor without prior written approval of the Vendor as to the number and depth of such wells, and except otherwise than in compliance with any and all standards conditions rules regulations and bye-laws from time to time (1) promulgated by any competent public authority (2) prescribed by The Grand Bahama Port Authority, Limited (a Bahamian corporation) by means of a Building Code or a Sanitary Code or a combined Building Code and Sanitary Code or by Planning Regulations for the Freeport Area (3) promulgated or made by the said The Grand Bahama Port Authority, Limited pursuant to an agreement made with the Government of the Bahama Islands dated August 4, 1955 as hereinbefore set forth and as the same may from time to time amended. Where permission for the sinking of a well shall be granted by the Vendor water shall not be drawn from any lot 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 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 save where the 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 or tract of land in the said Subdivision shall be used as a dumping ground or place for the accumulation of garbage trash or other waste matter.

11. **NUMBER OF HABITABLE ROOMS:**

A). No building consisting of more than Ten (10) habitable rooms with appropriate outbuildings shall be built on the following enumerated and described lots in said Subdivision:

218 to 224	261 to 291
227 to 233	294 to 297 and
236 to 241	300 to 324
245 to 256	

Provided Always that nothing herein contained shall be deemed to restrict the building of less than Ten (10) habitable rooms on more than one lot of the said lots of land in the said Subdivision specifically enumerated in this subparagraph "A" of this Clause "11".

B) No building consisting of more than Sixteen (16) habitable rooms with appropriate outbuildings shall be built on the following enumerated and described lots in said Subdivision:

216	235	298
217	242 to 244	299
225	257 to 260	325 to 341
226	292	345 to 358 and
234	293	360 to 369

Provided Always that nothing herein contained shall be deemed to restrict the building of less than Sixteen (16) habitable rooms on more than one lot of the said lots of land in the said Subdivision specifically enumerated in this subparagraph "B" of this Clause "11".

C) No building or buildings consisting in aggregate of more than Eighty (80) habitable rooms per acre shall be built on the following enumerated and described lots in said Subdivision:

342 to 344
359 and
370 to 458

Provided Always that nothing herein contained shall be deemed to restrict the building of less than at a rate of Eighty (80) habitable rooms per acre on more than one lot of the said lots of land in the said Subdivision specifically enumerated in this subparagraph "C" of this Clause "11".

D) Wherever in this instrument reference is made to an enumeration of lots on the plan of said Subdivision seriatim i.e. from one number to another number (as for example "218 to 224") such reference shall be understood and deemed to be to the first of such number and all intervening consecutive numbers to and including the last of such numbers whether or not the words "inclusive" are added at the end of each such sequence of lot numbers.

E) For the purpose of this clause "Habitable Room" shall mean any separate or enclosed room in a dwelling unit used for eating sleeping or living including living rooms dining rooms bedrooms and family rooms excluding kitchens bathrooms utility rooms or screened in porches and patios.

12. **SIGNS.** No sign billboard hoarding or other advertising device of any kind shall be erected or displayed on any lot or tract or block of land in the said Subdivision without the prior written consent of the Vendor.

13. **SURFACE WATER.** Nothing shall be done on any lot or tract of land in the said Subdivision whereby the natural flow of surface water shall be increased or altered in such manner as to cause a nuisance to any adjoining or neighboring property.

14. **NUISANCE.** Nothing shall be done on any lot or tract of land in the said Subdivision which may be or become an annoyance or nuisance to the owners of any adjoining lot or block of land in the said Subdivision.

15. **TRAILERS OR COMMERCIAL VEHICLES.** No trailers including boat trailers boats or commercial vehicles of other than those present on business may be parked in the Subdivision except in enclosed garages.

16. **BUILDING COMPLETION.** The erection of any new building or repair of any building damaged by fire or otherwise 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 representatives 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 the either event the expenses incurred shall be charged against the owner's interest therein and shall be a lien upon the said lands and premises.
17. **OFFSTREET PARKING.** No dwelling unit or building that does not provide offstreet parking in accordance with the Town Planning Regulations of The Grand Bahama Port Authority, Limited as the same may from time to time be amended shall be built on any lot or tract of land in the said Subdivision.