

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



RESTRICTIVE COVENANTS

SUN CORAL

Sun Coral

SCHEDULE OF RESTRICTIONS

1. **USE.** No trade manufacture business or commercial undertaking (including the business of a guest house proprietor boarding house keeper or hotel operator) shall be carried on on the said hereditaments nor shall any building be constructed or erected on any part of the hereditaments or used for any purposes other than that of a Church and the appurtenances thereto.
2. **WALLS & FENCES.** No boundary walls or fences to be built on any part of the said hereditaments of a greater height than Four (4) feet Six (6) inches from the ground.
3. **APPROVAL OF PLANS.** No building or structure of any kind shall be built on any part of 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 hereditaments shall have been submitted to the Vendors and approved of in writing by them. Every application to the Vendors 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 hereditaments and shall be delivered at or forwarded by registered post to the Registered Office of the Vendors in the Colony. If within Twenty-one (21) days after the delivery of such plans and details as aforesaid to the Registered Office of the Vendors no written objection from the Vendors shall have been received by the owner of the lot of land upon which it is proposed to build such buildings or structures then such plans and other details as aforesaid shall be deemed to have been approved of by the Vendors.
4. **WASTE.** No earth closet or open pit toilet or cesspit shall be constructed, erected or maintained on any part of 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 on any part of the said hereditaments except sheds or workshops to be used only for the works incidental to the construction of any permanent buildings thereon.
6. **ANIMALS.** No swine, cows, horses, poultry, objectionable animals or creatures shall be kept, raised or maintained on any part of 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 part of the said hereditaments.
8. **WELLS.** No well for the taking of water shall be bored, dug or sunk on any part of the said hereditaments at a less distance than Fifty (50) feet from any septic tank or sewerage disposal system which may be constructed on any such part.
9. **SETBACKS.** No building including porches or projections of any kind shall be built at a less distance than Twenty (20) feet from any street or road boundary line and at a less distance than Fifteen (15) feet from any other boundary line of any part of the said hereditaments.
10. **DUMPING.** No part of the said hereditaments shall be used as a dumping ground or place for the accumulation of garbage, trash or other waste matter.
11. **SIGNS.** No billboard, hoarding or other advertising device of any kind shall be erected or displayed on any part of the said hereditaments.
12. **NUISANCE.** Nothing shall be done on any part of the said hereditaments which may become an annoyance or nuisance to the owners of adjoining land.

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

1. **USES: LOTS ZONED FOR TOURIST COMMERCIAL PURPOSES.** No trade manufacture business or commercial undertaking except the business of guest house proprietors boarding house keeper or hotel operator, with the usual outbuildings and other buildings and erections connected with the use of a hotel including staff accommodation, swimming pools, tennis courts, golf courses and other similar amenities usual in first class hotels together with such shops as may be integrated in the scheme of a hotel and also for apartment houses and other multiple dwelling buildings and such other tourist commercial purposes defined as Restaurants, Bars and Night Clubs as may be approved of by the Vendor in writing, shall be carried on in Tract "B" and Tract "C" in the said Subdivision as so described on the Plan of Subdivision attached hereto.
2. **USES: LOTS ZONED FOR MULTI-FAMILY RESIDENTIAL PURPOSES.** No trade manufacture business or commercial undertaking excepting the rental of apartment buildings (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 Tracts "D", "E" and "F" in the said Subdivision as so described on the Plan of Subdivision attached hereto.
3. **WALLS AND 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.
4. **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.
5. **WASTE.** No earth closet or open closet or open cesspit shall be constructed, erected or maintained on any part of any lot or tract of land in the said Subdivision.
6. **TEMPORARY BUILDINGS.** No temporary buildings 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.
7. **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 shall not be deemed to be objectionable animals.
8. **UNLAWFUL USE.** No unlawful use or objectionable use shall be made of any lot or tract of land in the said Subdivision.
9. **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 is from time to time amended and (4) under 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 from any lot at a rate exceeding the rate from time to time established by the Vendor.

10. **SETBACKS.** No building or structure including porches or projections of any kind shall be built on any lot or tract at a less distance than Twenty (20) feet from any street or road boundary line and at a less distance than Ten (10) feet from a side boundary line save where a principal window to a living room or hotel bedroom faces onto such space in which event the set-back shall be Twenty-five (25) feet.
11. **DUMPING.** No lot or tract of land in the said Subdivision shall be used as a dumping ground or place for accumulation of garbage, trash or other waste matter.
12. **NUMBER OF HABITABLE ROOMS OR HOTEL BEDROOMS:**
 - A. No building consisting of more than eighty (80) habitable rooms or hotel rooms per acre (and so in proportion for lots more or less than one acre) shall be built on lots in Tracts B and C in the said Subdivision Provided Always that nothing herein contained shall be deemed to restrict the building of less than eighty (80) habitable rooms or hotel rooms on an acre of land (and so in proportion for lots more or less than one acre) in Tracts B and C in the said Subdivision.
 - B. No building consisting of more than fifty (50) habitable rooms or hotel rooms per acre (and so in proportion for lots more or less than one acre) shall be built on lots in Tracts D, E, and F in the said Subdivision Provided Always that nothing herein contained shall be deemed to restrict the building of less than fifty (50) habitable rooms or hotel rooms on an acre of land (and in so proportion for lots more or less than one acre) in Tracts D, E and F in the said Subdivision.
 - C. 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.
13. **SIGNS.** No signs, billboards, 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 prior written consent of the Vendor.
14. **SURFACE WATER.** Nothing shall be done on any lot or tract of land in the 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.
15. **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.
16. **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.
17. **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 uncomplete 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 a lien upon said lands and premises.
18. **BUILDING HEIGHT.** No building shall be erected on any lot or tract of land in the said Subdivision of more than Sixty (60) feet or Five (5) storeys in height whichever is the lesser.
19. **OFF-STREET PARKING.** No dwelling unit or building that does not provide off-street 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.

THE THIRD SCHEDULE HEREINBEFORE REFERRED TO

EXCEPTING AND RESERVING unto The Grand Bahama Utility Company Limited the Freeport Power Company Limited and the Grand Bahama Telephone Company Limited and their respective successors in title and assigns owner or owners operator or operators for the time being as the case may be of the water electricity and telephone supply and service undertakings and systems those adequate convenient and suitable areas as shown on the plan annexed to these presents and thereon coloured Green for the purpose of the exercise of the easements rights and privileges hereby excepted and reserved of laying erecting inspecting maintaining repairing replacing and renewing such cable pipes lines conduits wires poles and other apparatus on under and over the said hereditaments as may be necessary or desirable for the purpose of furnishing and maintaining water electricity and telephone supplies and services to the said hereditaments and every part thereof respectively and the furnishing and maintaining of drainage and sewerage systems and facilities therefor together with all easements rights and privileges of entering upon excavating and breaking open the surface of the said hereditaments and otherwise as may be necessary or desirable for or in connection with any of the foregoing purposes PROVIDED that the said The Grand Bahama Utility Company Limited the Freeport Power Company Limited and the Grand Bahama Telephone Company Limited and their respective successors in title as aforesaid shall do no unnecessary damage to any building or improvement and shall cause as little interference as possible to the development of the said hereditaments for the time being carried on in the exercise of such easements rights or privileges and shall restore and make good the surface of any part of the said hereditaments broken or excavated and damage done to any building or improvement in any such exercise as aforesaid.

THE FOURTH SCHEDULE HEREINBEFORE REFERRED TO

1. The following private roads (each to be a width of not less than fifty (50) feet, but otherwise as named and existing at the date hereof) for the purposes of providing access at all times inter alia, to and from the Airport, Freeport Harbour and City Dump (wherever from time to time located), and the Government Road (now called Queen's Highway:

The Mall, Coral Road and East Sunrise Highway.

2. All other roads already or hereafter constructed but only for so long as the same are vested in the Vendor (hereinafter called "the Subsidiary Roads"), but subject nevertheless to:-

- (a) The right (which is expressly reserved to the Vendor) of closing temporarily or permanently any Subsidiary Road (whenever constructed) if the Vendor at any time or times in its discretion thinks fit so to do;
- (b) All rules and regulations from time to time to be made and all orders from time to time to be given by the Vendor for closing any Subsidiary Road or restricting or controlling the general traffic using the same:-
 - (i) for the purpose of restricting on a gross tonnage per axle basis the hauling and/or transporting of heavy machine equipment and supplies to certain of the Subsidiary Roads only,
 - (ii) for the purposes of repairing maintaining or extending any Subsidiary Roads,
 - (iii) for the purposes of the management and control thereof, or
 - (iv) for the orderly direction of persons and traffic using the same.