



THE GRAND BAHAMA DEVELOPMENT COMPANY LIMITED

RESTRICTIVE COVENANTS

FAIRFIELD

Fairfield

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

1. **USE.** Not to use any portion of the said hereditaments for any purposes other than for the construction and operation of poultry and pig farms and for the sale there from of poultry and pig products.
2. **POLLUTION.** Not to do anything on the said hereditaments which will interfere with the reasonable use and enjoyment of any adjoining property or any property in the immediate vicinity or neighbourhood of the said hereditaments and in particular not to permit or cause any contamination or pollution of the air the sea or any underground water supply in the locality.
3. **POLLUTION.** Not to permit or cause any noxious odours.
4. **USE.** Except for that part of the said hereditaments coloured Purple on the Plan marked Exhibit “A” attached hereto not to use any portion of the said hereditaments for residential purposes.
5. **ADVERTISING.** Not to erect or display any billboard hoarding or any other advertising device of any kind on the said hereditaments except in compliance with the Freeport (Control of Advertisements) Bye-laws.
6. **APPROVAL OF PLANS.** Not to erect or construct any building or structure of any kind on any part of the said hereditaments unless such building or structure shall comply with the Town Planning Regulations and the Building and Sanitary Codes from time to time promulgated by The Grand Bahama Port Authority, Limited and any Bye-laws made by The Grand Bahama Port Authority, Limited pursuant to the Freeport Byelaws Act, 1965 or any Statutory re-enactment thereof.
7. **WASTE.** No earth closet or pit toilet or cesspit shall be constructed erected or maintained on any part of the said hereditaments.
8. **TEMPORARY BUILDINGS.** No temporary buildings of any kind (including any tent or trailer used for sleeping accommodation) shall be built or maintained on any part of the said hereditaments.
9. **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.
10. **WELLS.** No to dig or drill any wells on the said hereditaments except in compliance with the Freeport (Water Preservation) Bye-Laws, 1967.
11. **UNLAWFUL USE.** No unlawful use shall be made of any part of the said hereditaments.

THE THIRD SCHEDULE HEREINBEFORE REFERRED TO

AS to ALL the pieces or parcels herein conveyed reserving unto the Crown, Its Heirs and Successors or to such person or persons to whom the Crown may assign the same all silver gold or other precious metal and all coal and mineral oil underlying the said hereditaments and also reserving unto the Crown Its Heirs and Successors or any person authorized by the Governor of the Bahamas the right to enter at all times and remain so long as necessary to search for win and remove all precious metal oil or coal.

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO

1. All that piece parcel or lot of land being Lot 2 Block “F” comprising One and Two Hundred and Sixty-three Thousandths (1.263) acres situate in the “Central Area North” within the Port Area on the Island of Grand Bahama and having such positions, boundaries, shape, marks and dimensions as are shown on the Plan No. 1170 attached hereto and is thereon coloured Pink.
2. All that piece parcel or lot of land being Lot 3 Block “F” comprising Two and Three Hundred and Seventy-seven Thousandths (2.377) acres situate in the “Central Area North” within the Port Area on the Island of Grand

Bahama and having such positions, boundaries, shape, marks and dimensions as are shown on the Plan No. 1170 attached hereto and is thereon coloured Pink.

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

1. Not, except insofar as such use is currently permitted at the date hereof, and not without the prior written consent of The Grand Bahama Port Authority, Limited to use any part of the hereditaments for:
 - a) the business of a shipyard for the construction and repair and scrapping of ships of Five thousand (5,000) dead weight tons and upwards.
 - b) establishment maintenance and operation of a plant for the manufacture and production of lime
 - c) the manufacture and distribution of cement
 - d) construction operation and maintenance of an oil refinery and petro-chemical facility
 - e) wholesale distribution of petroleum products
 - f) the sale of marine fire and accident insurance
 - g) the business of a retail food store selling food or food products for off-premises consumption
 - h) distribution by cable of T.V. signals from Florida
 - i) manufacture distribution and sale of electric power and energy
 - j) pumping collecting storing distribution and sale of water
 - k) the operation of public transport systems
 - l) the operation of garbage disposal systems
 - m) the operation of sewerage disposal systems
 - n) storing distributing and selling by means of pipes only, gas (other than liquefied petroleum gas).
2. Not to do anything on the said hereditaments which will interfere with the reasonable use and enjoyment of any adjoining property or any property in the immediate vicinity or neighbourhood of the said hereditaments and in particular not to cause any contamination or pollution of the air the sea or any underground water supply in the locality.
3. Not to erect or construct any building or structure of any kind on any part of the said hereditaments unless such building or structure shall comply with the Town Planning Regulations and the Building and Sanitary Codes from time to time promulgated by the Vendor and any Bye-Laws made by the Vendor pursuant to the Freeport Bye-Laws Act 1965 or any subsequent Re-enactment thereof.
4. No earth closet or pit toilet or cesspit shall be constructed erected or maintained on any part of the said hereditaments.
5. No temporary buildings 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 when placed thereon in connection with the construction of permanent buildings or structure on the said hereditaments.
6. 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.
7. No unlawful use shall be made of any part of the said hereditaments.
8. Not to use any part of the said hereditaments for any industrial or manufacturing enterprise or activity without the prior consent in writing of the Vendor.

THE THIRD SCHEDULE HEREINBEFORE REFERRED TO

1. Uses:
Not to use the said hereditaments for residential dwellings or heavy industry of any kind.
2. **Not** to permit or cause any contamination or pollution of the air, sea or any underground water supply.
3. Walls and Fences:
No boundary walls or fences to be built on the said hereditaments 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 the said hereditaments nor shall there be any alteration of any building or structure of any kind except in accordance with the Freeport Bye-laws Act 1965 and further unless and until the exterior elevation plans and the proposed type of construction and a plot plan showing the location of such buildings or structures within the said hereditaments 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 Commonwealth. 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 the said plans shall be deemed to have been approved of by the Vendor.

5. Waste:
No earth closet or open pit closet or open cesspit shall be constructed, erected or maintained on any part of the said hereditaments.
6. Temporary Buildings:
No temporary buildings of any kind (including any tent or trailer used for sleeping accommodation) shall be built or maintained on the said hereditaments except sheds or workshops to be used only for the works incidental to the erection of any permanent building thereof and which shall be removed upon completion of such erection.
7. **No** dogs, cats, swine, cows, horses, poultry, objectionable animals or creatures shall be kept raised or maintained within the said hereditaments.
8. Unlawful Use:
No unlawful or objectionable use shall be made of or within the said hereditaments.
9. Wells:
No well for the taking of water shall be bored, dug or sunk within the said hereditaments except in accordance with the Freeport Bye-Laws Act 1965 and with prior approval of the Grand Bahama Utility Company Limited or its successors in title.
10. Setbacks:
No building or structure including porches or projections of any kind shall be built within the said hereditaments at a 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.
11. Dumping:
No part of the said hereditaments shall be used as a dumping ground or place for accumulation of garbage trash or other waste matter.
12. Signs:
No sign, billboard, hoarding or other advertising device of any kind shall be created or displayed within the said hereditaments except in compliance with the Freeport Bye-Laws Act 1965.
13. Surface Water:
Nothing shall be done within 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 adjoining or neighbouring property.
14. Nuisance:
Nothing shall be done within the said hereditaments which may be or become any annoyance or nuisance to the owners of any adjoining or neighbouring property.

EXCEPT AND RESERVING unto THE GRAND BAHAMA PORT AUTHORITY, LIMITED, THE GRAND BAHAMA UTILITY COMPANY LIMITED, FREEPORT POWER COMPANY LIMITED and 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 for the purpose of the exercise of the easement rights and privileges hereby excepted and reserved of laying erecting inspecting maintaining repairing replacing renewing such cables pipe lines conduits wires poles and other apparatus on under and over the said hereditaments as may be necessary or desirable for the purposes of furnishing and maintaining water electricity and telephone supplies and services to the said hereditaments and every part thereof respectively and the furnishings and maintaining of drains and sewerage systems and facilities therefore together with all such easements rights and privileges of entering upon excavation 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, FREEPORT POWER COMPANY LIMITED and 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 and privileges and shall restore and make good the surface of any part of the said hereditaments broken or excavated and any damage done to any building or improvement in any such exercise as aforesaid.

THE FIFTH SCHEDULE HEREINBEFORE REFERRED TO

1. The following private roads (each to be of 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, the City Dump (wherever from time to time located) and the Government Road Highway)

- a) The Mall
- b) West Sunrise Highway and East Sunrise Highway (as far as the junction with Sea Horse Road)
- c) Pioneer's Way (West of the Mall)

2. All other roads already or hereafter constructed but only if the same were or are vested in the Vendor (hereinafter called "the Subsidiary Roads") but subject nevertheless to:

- a) The right (which is expressly reserved to the Vendor) or 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 machinery equipment and supplies to certain of the subsidiary roads (ii) for the purpose of repairing maintaining or expanding any subsidiary roads (iii) for the purpose of the management and control thereof, or (iv) for the orderly direction of persons and traffic using the same.

THE SIXTH SCHEDULE HEREINBEFORE REFERRED TO

ALL that piece or parcel of land being two hundred and twenty-five and fifty-eight hundredths (225.58) acres in extent and shown coloured Pink and marked as Tract Fourteen on Plan 1034 annexed hereto.

THE SEVENTH SCHEDULE HEREINBEFORE REFERRED TO

EXCEPT AND RESERVED –

- (a) Firstly as to all the pieces of parcels herein conveyed unto the Crown, its Heirs and Successors, or to such person or persons to whom the Crown may assign the same, all silver, gold or other precious metal, and all coal and mineral oil underlying the said hereditaments and also RESERVING unto the Crown its Heirs and Successors, or any person authorized by the Governor of the Bahamas for the time, the right to enter at all times and remain so long as necessary to search for, win, and remove all precious metal, oil or coal; and
- (b) Secondly as to a portion of Tract No. Sixteen only the right of Bahamas Developers Limited under an Agreement with the Port Authority dated Twenty-fourth day of November, 1961 to take water from an area of nine and eighteen hundredths (9.18) acres shown on Plan No. 268 annexed to such Agreement subject to the terms and conditions therein stated; and
- (c) Thirdly as to a portion of Tract No. Thirty-four only the right of Deluxe Cleaners (Freeport) Limited under an Agreement with the Port Authority dated Eighth February, 1962 to take water from an area of nine and sixty-four hundredths (9.64) acres shown on Plan No. 248 attached to such Agreement subject to the terms and conditions therein stated; and
- (d) Fourthly as to a portion of Tract No. Thirty-four only the right of Leader Beverages Limited under an Agreement with the Port Authority dated Sixth February, 1961 to take water from an area of nine and sixty-four hundredths (9.64) acres shown on Plan No. 216 attached to such Agreement subject to the terms and conditions therein stated.

THE EIGHT SCHEDULE HEREINBEFORE REFERRED TO

The Restrictive Covenants applicable only to the Tracts described in the Third and Fourth Schedules

The following restrictive covenants are applicable only to those areas of Tracts 23, 24, 28, 30, 31 and 32 which are batched in Green on Plan No. 1034 annexed hereto, that is to say:-

NOT without the previous consent under Seal of The Grand Bahama Development Company Limited to permit any part of the areas batched in Green being a zone one thousand feet in width from the Eastern boundaries of the pieces or parcels marked as Tracts numbered 45 and 46 on the Plan No. 1035 annexed hereto to be developed or used otherwise than for agricultural or horticultural purposes, or for private dwelling houses, hotels, apartment houses or other multiple dwelling buildings, clubs (residential or otherwise), golf courses, restaurants, marines, schools, churches, places of recreation, sports and entertainment or for such industrial and commercial use as is approved of in writing by the said Development Company (such approval not being unreasonably withheld) together with all buildings and amenities necessary or desirable for or in connection with any of such purposes.

THE NINTH SCHEDULE HEREINBEFORE REFERRED TO

The Restrictive Covenant applicable only to part of the Tract described in the Fifth Schedule

The following restrictive covenant is applicable only to that area of Tract Eleven which is batched in Black on Plan 1034 annexed hereto, that is to say:-

That no industrial development of any nature or kind shall be permitted in the area so defined.

THE TENTH SCHEDULE HEREINBEFORE REFERRED TO

The Restrictive Covenants applicable only to part of the Tract described in the Sixth Schedule

The following restrictive covenants are applicable only to that area of Tract Fourteen which is batched in Blue on Plan 1034 annexed hereto, that is to say:-

That no part of the defined area shall be developed or used otherwise than for the following purposes:-

Private dwelling houses or other multiple dwelling, hotels and motels, private clubs (residential or otherwise) restaurants, educational institutions, churches, places of recreation, sports and entertainment, medical and dental clinics, hospitals, office buildings, tourist and retail commercial uses and other institutional uses as shall or may be approved by the Port Authority or its successors in title.