

Bahama Reef Yacht & Country Club Section I

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO

Utility Easements and Rights

EXCEPTING AND RESERVING unto the Vendor The Grand Bahama Development Company Limited The Grand Bahama Port Authority, Limited and The Grand Bahama Utility Company Limited and their respective assigns and successors in title owner or owners operator or operators for the time being respectively of the water electricity and telephone supply and service undertakings and systems in the area and of the lands and hereditaments comprised in such undertakings and systems the easements rights and privileges of laying erecting inspecting maintaining repairing replacing and renewing all such cables pipes lines conduits wires poles and other apparatus on under and over the area designated on the said diagram or plat or plan hereto attached as "utility easement area" as may be necessary or desirable for the purposes of furnishing and maintaining water electricity and telephone supplies and services to the Subdivision and every part thereof and the furnishing and maintaining of drainage and sewerage systems and facilities therefore together with all such easements rights and privileges of entering upon excavating and breaking open the surface of the said hereditaments hereby assured and otherwise may be necessary or desirable for or in connection with any of the foregoing purposes the Vendor and the said The Grand Bahama Development Company Limited the said The Grand Bahama Port Authority, Limited and the said The Grand Bahama Utility Company Limited and their successors in title as aforesaid doing no unnecessary damage to any building or improvement in the exercise of such easements rights or privileges and restoring and making good the surface of any part of the said hereditaments broken or excavated in any such exercise as aforesaid.

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

Restrictions and Stipulations

1. **USE.** No trade manufacture business or commercial undertaking (including the business of a guest house proprietor, boarding house keeper or hotel operator) and no professional undertaking shall be carried on on any lot of land in the said Subdivision, nor shall any building be constructed or erected on any lot of land in the said Subdivision or used for any purposes other than that of a single private dwelling house and the appurtenances there to except for lots in Block 1, Lots 5 through 10, Block 5 Lots 1 through 4 inclusive, Lots 31 to 35 inclusive, and that area of said Subdivision edged in blue and marked Tract B on the said Plan, upon which multi-family buildings and hotels, boarding houses and guest houses (at which premises may be carried on the business of a guest house proprietor, boarding house keeper or hotel operator and businesses normally associated with such establishments) not exceeding four (4) stories or fifty (50) feet in height may be built; and Block 1 Lots 11 to 21 inclusive, Block 3 Lots 1A, 1B, 2A, 2B and 1 to 6 inclusive upon which multi-family buildings not exceeding three (3) stories or thirty-six (36) feet in height may be built; and Block 5 Lots 5 to 30 inclusive; upon which multi-family buildings not exceeding two stories or 24 feet in height may be built on Block 6 Lots 1 to 14 inclusive upon which multi-family buildings, motels, hotels, boarding houses and guest houses (at which premises may be carried on the business of a guest house proprietor, boarding house keeper, hotel or motel operator and businesses normally associated with such establishments, apartments or condominiums not exceeding two (2) stories or 24 feet in height may be built and except also for that area of the said Subdivision edged in red and marked Tract A on the said Plan upon which may be built a golf and country club house together with a car park, office facilities, a restaurant and such other facilities and appurtenances associated or used in conjunction with a golf and country club (which shall include without limiting the foregoing hotel accommodation or guest rooms or other facilities or appurtenances which are a usual appendage thereto) multi-storey or high-rise buildings comprising hotels, boarding houses or guest houses (at which premises hereinbefore described and constructed on the said Tract A may be carried on the business of a guest (house proprietor, boarding house keeper or hotel operator and businesses normally associated with such establishments) apartments or condominiums; and Block 6 Lots 15 to 17 inclusive upon which may be built a golf and country club house, together with a car park, offices, office facilities, a restaurant and such other facilities and appurtenances associated or used in conjunction with a golf and country club (which shall include without limiting the foregoing hotel accommodation or guest rooms or other facilities and appurtenances which are a usual appendage thereto) at which premises may be carried on the business of guest house proprietor, boarding house keeper or hotel operator and businesses normally associated with such establishment.

2. **DENSITY.** Not more than one private residence or dwelling house with attached private garage or carporte shall be built on any lot of land in the said Subdivision and no private residence or dwelling house shall be built on any parcel of land in the said Subdivision which comprises less than a lot therein as laid out by the Vendor, provided always that nothing herein contained shall be deemed to restrict the building of one private residence on more than one lot of land in the said Subdivision.
3. **APPROVAL OF PLANS.** No building or structure of any kind shall be built or constructed on any lot of land in the said Subdivision, nor shall there be any alteration to 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 (and of any septic tank, sewerage system and soakaway pit to be constructed in connection therewith) upon the said lot of land shall have been submitted to the Vendor and approved of in writing by it. 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 (including the said septic tank sewerage disposal system and soakaway pit) on the said lot of land and shall be delivered at or forwarded by registered post to the Registered Office of the Vendor 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 Vendor no written objection from the Vendor shall have been received by the owner of the lot of land upon which it is proposed to build or construct such buildings or structures then such plans and other details as aforesaid shall be deemed to have been approved of by the Vendor. The Vendor reserves the right to reject any plans which call for flat roofs or roofs of gravel, asbestos or asphalt shingles. Although not necessarily required, it is recommended that architecture be of Bahamian, Bermudian, West Indian or Polynesian design.
4. (A) **APPROVAL OF PLANS.** No building structure or dock of any kind shall be built or constructed on or adjacent to any lot of land in the said Subdivision which projects into or over any of the canals or waterways shown on the Subdivision Plan hereinbefore referred to unless and until the plans and the proposed type of construction and the proposed location of said structure or docks shall have been submitted to the Vendor and approved of in writing by it. Every application to the Vendor shall be in writing as set forth in paragraph (3) of the Second Schedule.

(B) **MINIMUM FLOOR AREA.** In Bahama Reef Yacht & Country Club, Sections One and Two no single family private residence or dwelling house with an interior floor area of less than One thousand four hundred and fifty (1,450) square feet shall be built on any lot of land in the said Subdivision. Garages, carportes, porches, patios and terraces shall not be taken into account in calculating the minimum square foot area required by this restrictive covenant.
5. **WASTE.** No earth closet or open pit toilet or cesspit shall be constructed, erected or maintained on any lot of land in the said Subdivision, except with the prior written consent of the Vendor and The Grand Bahama Development Company, Limited. No domestic wastes shall be discharged or disposed of otherwise than into a two-compartment septic tank of not less than Five Hundred (500) gallons capacity. Except as aforesaid, treated waste from a 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. 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.
6. **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 of land in the said Subdivision except sheds or workshops to be used only for the works incidental to the erection of any permanent buildings thereon.
7. **SIGNAGE.** No sign, billboard, hoarding or other advertising device of any kind shall be erected or displayed on any lot of land in the said Subdivision.
8. **SETBACK REQUIREMENTS.** No buildings or structures including porches or projections of any kind shall be built or constructed 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 lot of land in the said Subdivision.
9. **ANIMALS.** No swine, cows, horses, poultry, objectionable animals or creatures shall be kept, raised or maintained on any lot of land in the said Subdivision, provided always that dogs and cats shall not be deemed to be objectionable animals.

10. **DUMPING.** No lot 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. Garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No incinerator shall be permitted.
11. **NUISANCE.** Nothing shall be done on any lot of land in the said Subdivision which may be or become an annoyance or nuisance to the owners of adjoining lots of land in the said Subdivision.
12. **UNLAWFUL USE.** No unlawful or objectionable use shall be made of any lot of land in the said Subdivision.
13. **OCCUPANCY.** 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 comply in all respects with any and all rules and regulations (i) promulgated by any applicable public authority or (ii) promulgated by the Port Authority.
14. **LICENSED CONTRACTORS.** No building or structure of any kind shall be erected, constructed, placed, enlarged or altered in any manner except by a contractor duly licensed by the Port Authority, pursuant to the Government Agreement or by a contractor approved of in writing by The Grand Bahama Development Company, Limited.
15. **WELLS.** Not more than one water supply well at a time shall be placed on each lot and 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 and The Grand Bahama Development Company, Limited) be drawn from any lot at a rate exceeding One Thousand (1000) 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 and The Grand Bahama Development Company, Limited) shall extend less than Eight (8) nor more than Ten (10) feet below existing ground water level; provided nevertheless that no water supply well shall be placed on any lot except with the prior written approval of the Vendor and The Grand Bahama Development Company, Limited.
16. **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 neighboring property.
17. **WALLS AND FENCES.** No structure, wall, fence or hedge over four (4) feet in height shall be constructed, erected, placed, planted, set out, maintained or permitted upon any lot within Twenty (20) feet of any boundary line thereof which extends along any street or other public way.
18. Each parcel or plot, whether occupied or unoccupied, shall be maintained reasonably clean and free from refuse, debris and unsightly growth, or such as may be considered a fire or health hazard. In the event that any owner shall fail or neglect or omit to trim or maintain any hedge fence at the street line of his property, or fail to keep clean any parcel or plot in the manner herein provided for more than Ten (10) days after having been notified by the Vendor to do so, in writing, addressed via registered or certified mail to such owner at his last known address, then the Vendor, or its agent for such purposes, may enter upon such premises for the purpose stated in said notice and the expense of carrying out such purpose shall be charged to the owner of such parcel or plot and shall become a lien upon such parcel or plot, collectible and enforceable in the same manner as other assessments, charges or liens as herein provided.
19. **CLOTHES LINES.** No person shall place on any lot clothes lines which may be visible either from the street or from the rear of said premises and in particular where said properties back upon the golf course. Such clothes lines must be enclosed in a hedge or other protective enclosure, the nature and form of said clothes lines and protective enclosures to be approved by the Vendor as a part of the plans of the improvements to be located upon the property.
20. **TRAILERS OR COMMERCIAL VEHICLES.** No trailers, including boat trailers, boats or commercial vehicles or other than those present on business may be parked in the Subdivision except in enclosed garages.

21. **COMPLETION OF BUILDINGS.** 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 either event, the expense incurred shall be charged against the owner's interest therein and shall be a lien upon the said lands and premises.
22. Notwithstanding anything to the contrary herein contained, the Vendor or its agents or assigns may construct and maintain a sales agency office or offices, together with a sign or signs, on a lot or lots of their choosing in the Subdivision.
23. Any or all of the rights, powers and obligations, easements and estates reserved or given to the Vendor may be assigned by said Vendor to any person, partnership, association, group or corporation which shall agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument, in writing, in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such rights and powers, and such assignees or transferee shall, thereupon, have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Vendor.
24. **UTILITY EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Representatives of the utility companies shall have the right to enter upon the said hereditaments if it shall be necessary so to do for the purpose of gaining access to the area reserved for easements of utilities and drainage.