



**Registrar General's Department
Deeds and Documents Section**

RECORDING PAGE



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Received From: **MCKINNEY, BANCROFT & HUGHES**

Volume/Page: **Volume 9411 Page 286-302**

Instrument Type: **Miscellaneous Deeds**



General Description: **Declaration of Covenants Conditions and Restrictions**

Recording Date/Time: **17 November 2005 14.46.35**

Instrument Number: **25964**

Control Number: **20158668**

Receipt Number: **287334**

Lodging Date/Time: **17 November 2005 14.46.35**

Consideration: **.**

From/Of Parties:
(first entry) **Bahamas Holdings Limited**

To Parties:
(first entry) **South Ocean Estates Property Owners Association
Limited**

Land Details:
(first entry)

Entry Date/Time/User: **23 November 2005 11.38.02 PADDERLEY**

Received by Customer: _____ Date: _____

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Customer Copy

INSTRUMENT DATA FORM

This document should be completed and attached to each deed or document lodged for recording at the Office of the Registrar General. The purpose of this form is to provide the information required to create the index for the deed or document in the Registrar General's database. Therefore, it is extremely important that you accurately complete and confirm the information provided before submitting this form with your deed or document for recording. The Registrar General accepts no responsibility for the accuracy of the information provided in this form.

Date Document Submitted for Lodging _____

Person company or firm submitting document:

Name: McKINNEY, BANCROFT & HUGHES

Contact Person: MR. HARTIS E. PINDER

Address: MAREVA HOUSE, 4 GEORGE STREET

NASSAU, BAHAMAS

Telephone: 242-322-4195

Email Address: HEPinder@mckinney.com.bs

Document/Instrument Type (i.e.
conveyance, mortgage, declaration):

DECLARATION OF COVENANTS CONDITIONS AND
RESTRICTIONS

Number of pages of deed or document
including affidavits, plans, backing sheet)*

17

Consideration:

-

From:

BAHAMAS HOLDINGS LIMITED

To:

SOUTH OCEAN ESTATES PROPERTY OWNERS
ASSOCIATION LIMITED

Island:

District:

Subdivision:

Block:

Lot**:

Unit:

Name of Condominium:

Condominium Unit Number

☐ Check the Box if Plan Attached

25964

COMMONWEALTH OF THE BAHAMAS

New Providence

DATED: The 18th day of October 2005

VOL. 341 PAGE 286

This 17th day of
AD. 2005

Lodged for Recording
Chimley
day of
for Registrar General

BAHAMAS HOLDINGS LIMITED

AND

SOUTH OCEAN ESTATES PROPERTY OWNERS ASSOCIATION
LIMITED

DECLARATION OF COVENANTS CONDITIONS AND
RESTRICTIONS

McKINNEY, BANCROFT & HUGHES

Chambers
Mareva House
4 George Street
Nassau, Bahamas



REGISTRAR GENERAL

COMMONWEALTH OF THE BAHAMAS
REGISTRAR GENERAL'S DEPARTMENT
I certify the within to be d
proved and recorded in bc
pages 286 to 302
accordance with the provisio
of the Registration of Recor
Act, Chapter 107 17 2005
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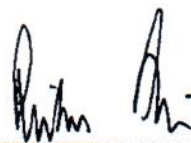
COMMONWEALTH OF THE BAHAMAS

New Providence

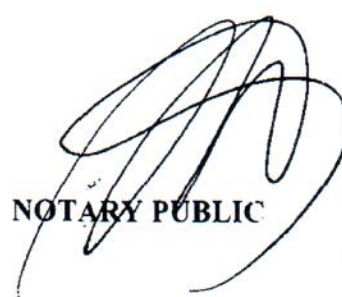
I RICHARD H.R. LIGHTBOURN of the Eastern District of the Island of New Providence, one of the Islands of The Commonwealth of The Bahamas Assistant Secretary of Bahamas Holdings Limited make oath and say that the common Seal of Bahamas Holdings Limited was affixed to the annexed Declaration of Covenants Conditions and Restrictions in the presence of J.A. McKinney , the President of the said Company and myself the said Seal having been thereunto affixed and the same signed and countersigned by us respectively and for the Act and Deed of the said Company and for the purposes mentioned therein; and further that the said Seal was affixed and impressed thereto in our presence by the order and with the authority of the Board of Directors of the said Company and in conformity with the Articles of Association of the said Company.

SWORN to this 12th day
of October, A.D., 2005

)
)
)
)
)
)



Before me


NOTARY PUBLIC

New Providence

SWORN to this 12th day
of October, A.D., 2005

Pauli Schneider

Before me

NOTARY PUBLIC

COMMONWEALTH OF THE BAHAMAS

New Providence

RECEIPT	7516
DATE	9/14/05
TREASURER	ALC

THIS DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS is made the 12th day of *October* in the year of Our Lord Two thousand and Five by **BAHAMAS HOLDINGS LIMITED** a company incorporated in the Commonwealth of the Bahamas and carrying on business therein (hereinafter referred to as "the Declarant") of the one part and **SOUTH OCEAN ESTATES PROPERTY OWNERS ASSOCIATION LIMITED** another company incorporated in the said Commonwealth and carrying on business therein (hereinafter referred to as "the Association") of the other part

WHEREAS

(A) The Declarant and the Association are seised in fee simple in possession free from incumbrances of all that tract of land containing 93 acres situate in the Western District of the Island of New Providence one of the islands of the said Commonwealth of The Bahamas in the area known as "South Ocean" which said lands have recently been laid out in a Subdivision development of 187 lots for building purposes called and known as "South Ocean Estates" (hereinafter referred to as "the Subdivision") according to the plan thereof hereto annexed (hereinafter referred to as "the Plan") showing the Subdivision edged in Pink thereon

#10.88
(B) It is the intention of the Declarant and of the Association that each of the lots in the Subdivision should form a part of an estate to be developed according to a general building scheme and that all lots in the Subdivision shall be held sold and conveyed with the benefit of certain easements and subject to certain covenants conditions and restrictions which are for the purpose of protecting the value and desirability of the Subdivision and which shall run with the real property and be binding on all parties having any right title or interest in the lots within the Subdivision or any part thereof their respective heirs successors in title and assigns and shall inure to the benefit of each owner thereof as hereinafter set out

(C) The Declarant has incorporated the Association i) for the purpose of owning the sites within the Subdivision comprising the Roadways and the Amenity Area therein as are shown on the Plan coloured in Brown and Yellow respectively ii) for the purposes set out in Section 2 of Article IV hereof and iii) to levy and collect Annual Assessments and Special Assessments as hereinafter defined from each owner of a lot in the Subdivision in respect of their proportionate share of the cost of carrying out the purposes of the Association and otherwise as set out in Article IV hereof

(D) One (I) Class A voting Share in the Association shall be issued or transferred to each owner of a lot in the said Subdivision for each lot owned by him save that where a lot is owned by two or more persons the share shall be issued to them as joint tenants or tenants in common as they shall specify

(E) The Association has agreed with the Declarant to join herein for the purpose of evidencing its agreement with the Declarant to all of the provisions of this Declaration and for the purpose of granting to the Declarant the development easements as hereinafter defined

ARTICLE I

DEFINITIONS

References to Articles, Sections and Schedules shall be to those contained in this Declaration and in this Declaration, unless the context otherwise admits, the following words and phrases shall have the following meanings:

"lot" means any lot of land shown and numbered upon the Plan

"owner" means the person to whom a lot has been conveyed in fee simple but where such lot is the subject of a charge or mortgage then the owner shall be the person having the equity of redemption in such lot

"the Roadways" means all those pieces parcels and strips of land within the Subdivision shown coloured in Brown on the Plan

"the Amenity Area" means that piece parcel or lot of land within the Subdivision shown coloured in Yellow on the Plan

"the Common Areas" means the Roadways and the Amenity Area together with any real property (including the improvements thereto) owned by the Association from time to time and intended for the common use and enjoyment of owners

"Annual Assessments" means such annual assessments as shall be levied on owners by the Association in each and every year as provided in Article IV

"Special Assessments" means such assessments as shall be levied on owners by the Association from time to time for the purposes set out in Section 4 of Article IV

"the restrictive covenants" mean those restrictive covenants conditions and restrictions binding each owner and each lot and for the observance and performance of every owner as set out in the First Schedule hereto

"the utility easements" means the easements to be granted by the Association to each owner as set out in Part I of the Second Schedule hereto

"the access easements" are the easements to be granted by the Association to each owner and his licensees and invitees as set out in Part II of the Second Schedule hereto

"the amenity easements" means the easements to be granted by the Association to each owner and his licensees and invitees as set out in Part III of the Second Schedule hereto

"the owners' easements" mean the utility easements, the access easements and the amenity easements

"the reserved easements" means the easements excepted and reserved unto the Association as set out in the Fourth Schedule hereto

"utility provider" shall mean any agent, contractor, service provider, or utility corporation (public or private) employed or engaged by the Declarant for the purpose of assisting or facilitating the Declarant in the construction, provision, or installation of any subdivision infrastructure

"subdivision infrastructure" shall mean i) graded and paved roads running over or along the Roadways ii) recreational facilities on the Amenity Area iii) landscaping on any of the Common Areas and iv) drainage, water and or sewerage, cable and/or electrical lines, pipes, services poles, conduits, systems and/or other facilities passing or running either on, under, over, along or through any of the Common Areas

"the installation of subdivision infrastructure" shall mean any and all site clearing, work, construction, development, trenching and/or installation by the Declarant and/or any utility provider pursuant or ancillary to the installation, construction, provision, inspection and interim repair and maintenance of any and all subdivision infrastructure or otherwise in furtherance or fulfillment of any agreement or obligation by either the Declarant or any of its agents, the Association or any utility provider with either any governmental authority or with any contractor company or utility corporation (public or private) providing road works, utilities, or services of any nature for the benefit of the Subdivision or any part thereof

"the development easements" mean the easements set out in the Third Schedule hereto hereby granted by the Association as owner of the Common Areas to the Declarant and any utility provider for the purpose of the installation of subdivision infrastructure

"resolution of members" shall mean a resolution of members of the Association as defined in the Articles of Association of the Association

"the Board" means the Board of Directors of the Association

"the front boundary of any lot" and/or "the front boundary" means in respect of any lot the continuous boundary line of such lot dividing such lot from any part of the Roadways

"the rear boundary of any lot" and/or "the rear boundary" means in respect of any lot that continuous straight outer boundary line of such lot the furthest in distance from the front boundary of such lot

"the side boundaries of any lot" and/or "side boundaries" means in respect of any lot the boundary lines of such lot running between the front boundary and the rear boundary

Words importing the masculine gender shall include the feminine and the neuter and words importing the singular number shall include the plural

References contained in any Agreement for Sale or Conveyance entered into by either or both of the Declarant and/or the Association to any lot or lots by number or numbers shall (unless the context otherwise admits) be deemed to be references to such lot or lots having such position shape boundaries marks and dimensions as are shown on the Plan

ARTICLE II

OWNERS' EASEMENTS

The Association shall join in every conveyance of a lot from the Declarant to an owner for the purpose of granting the owners' easements to every owner simultaneously with the Conveyance of the lot to him whereafter the owners' easements shall be appurtenant to and shall pass with the title to the lot

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1 - Every owner shall be a member of the Association and shall be entitled to one (1) Class A voting share in the Association. No owner shall assign or transfer any Class A voting share except upon a conveyance mortgage assignment reconveyance or transfer of the lot owned by the owner. The owner or his personal representatives will upon any transaction disposition or assent to which he or they are parties or over which he or they have any control involving a change or contract for a change in the ownership of the lot ensure that the person becoming or contracting to become as a result of such transaction or disposition the owner of the lot becomes also the holder of the Class A voting share and further that the owner or his personal representatives will give the Association one (1) month's prior notice in writing of any proposed transaction or assent as aforesaid.

Section 2 - The Association shall have the following Three (3) classes of shares:

Class A voting shares

One (1) Class A voting share shall be issued or transferred to the owner for each lot owned by the owner. The Class A voting shares shall be numbered in the same order as the lots in the said Subdivision. The owner shall be entitled to one (1) vote to each Class A voting share held. In the event there is more than one owner of a lot the owners thereof shall hold their Class A voting share either as joint tenants or tenants in common but in either case they shall not be entitled to more than one vote with respect to each lot owned

Class B voting shares

One hundred and Eighty seven (187) Class B voting shares issued to the Declarant on or before the date hereof. The Declarant shall be entitled to one (1) vote for each Class B voting share held. Upon the issue of one hundred and Eighty seven (187) Class A voting shares the Association shall redeem the Class B voting shares for \$1.00 and cancel such shares

Non-voting Ordinary Shares

Four thousand Six hundred and Twenty six (4,626) ordinary shares having no entitlement to vote (two of which have been issued and are registered in the name of the initial subscribers to the Memorandum of Association of the Association)

ARTICLE IV

ASSESSMENTS

Section 1 - Covenant to pay Assessments

The Declarant for itself and its successors in title and assigns in respect of each lot owned by it hereby covenants and each owner of a lot by acceptance of a conveyance thereof whether or not it shall be so expressed in such conveyance, shall be deemed to covenant and agree to pay to the Association the Annual Assessments and any Special Assessments, such Annual Assessments and Special Assessments to be established and collected as hereinafter provided.

Section 2 - Purpose of the Association and Assessments

The Annual Assessments levied by the Association shall be used for the following purposes namely:-

- (a) for the maintenance in a state of good repair of any subdivision infrastructure
- (b) to provide sufficient liability insurance for the Association and Peril Insurance in respect of all or any of the Common Areas any improvements thereto
- (c) to provide for street lighting and for lighting in respect of the Amenity Area
- (e) to improve and maintain landscaping, signage, lighting, gating, and decorative entrance features on the Common Areas
- (f) for clean up and general maintenance of the Common areas
- (g) for the collection disposal or destruction of garbage and rubbish
- (h) for the payment of any utility charges and real property taxes with respect to any property in the ownership of the Association and the payment of legal and accounting fees and all expenses incurred in the management of the Association
- (i) to promulgate publish and enforce the Amenity Rules and Regulations and to enforce the restrictive covenants
- (j) to recover from owners the costs incurred by the Association in the carrying out of such functions and in the administration of the Association
- (k) to pursue any purpose (additional to the foregoing) resolved to be in the collective best interest of the health safety and welfare of the owners of the Subdivision as they may in General Meeting of the Association approve

Section 3 — Initial Annual Assessments and Maximum Annual Assessments

(a) Payment of Annual Assessments shall commence on the completion of the sale by the Declarant and the Association of One hundred and Twelve (112) Lots. Payment of the Annual Assessment shall commence one month thereafter. The Annual Assessment shall be fixed and charged at a rate of \$1,000.00 in respect of multi family lots and \$800.00 in respect of other lots payable quarterly in advance.

(b) At the first General Meeting of the Association in 2005 the members shall establish a Maximum Annual Assessment for the year next ensuing and during each year thereafter the Board shall establish the Maximum Annual Assessment provided nevertheless that i) the Maximum Annual Assessment established by the members at the first general meeting thereafter shall not be less than the Initial Annual Assessment ii) in the event that the members fail to conclusively resolve the Maximum Annual Assessment at the conclusion of the first General Meeting of the Association thereafter, the Maximum in Annual Assessment shall be deemed to be One thousand (1000) dollars for each multi family lot and eight hundred (800) dollars for each other lot for the year next ensuing and iii) the Board may not during each subsequent year increase Maximum Annual Assessments by more than twenty (20%) percent above the amount of the

Maximum Annual Assessment for the previous year without a resolution of members approving such increase.

Section 4 - Special Assessments

In addition to the Annual Assessments authorized above, the Board of Directors may with the approval of a resolution of members levy in any year a Special or Special Assessments applicable to that year only for the following purposes:

- (a) For defraying in whole or in part the cost of any reconstruction repair replacement in the nature of a capital improvement made upon the Roadways and/or the Amenity Area including fixtures and personal property related thereto
- (b) To cover any increased insurance costs or increased real property taxes on any property in the ownership of the Association

Section 5 - Uniform Rate of Assessment

Both Annual Assessments and Special Assessments shall be prorated evenly between all the lots in the said Subdivision and, unless otherwise resolved by the Board, shall be payable quarterly in advance by all owners

Section 6 - Verification of Annual Assessments

The Association shall upon demand and for a reasonable charge furnish a certificate signed by the Secretary of the Association setting forth whether or not the assessments on a specified lot have been paid. A certificate of the Association signed by the Secretary or Assistant Secretary or Treasurer and sealed with the Common Seal of the Association verifying the status of any assessments on a specified lot shall be conclusive and binding upon the Association as of the date of its issuance.

Section 7 - Effect of Nonpayment of Assessments: Remedies of the Association

(A) Charge on lot

If the Annual Assessments and the Special Assessments or either of them or any part thereof respectively shall remain unpaid by an owner for the period of thirty (30) days after becoming payable (whether formally demanded or not) the same shall become a charge on the lot owned by the owner in favor of the Association and shall bear interest at the rate of Eighteen dollars per centum (18%) per annum from such date.

(B) Additional Remedies

In the event that the Annual Assessments or Special Assessments or either of them or any part thereof due from an owner to the Association remains unpaid for more than thirty (30) days after becoming payable (whether formally demanded or not) it shall be lawful for the Association at any time thereafter to do any one or more of the following:

- (i) To grant the owners' easements to any person being seised for an estate in fee simple of the lot for a like term.
- (ii) To cancel the one (1) Class A voting share of the owner in the Association and to issue one (1) new Class A voting share in the Association as appurtenant to the lot.

(iii) To commence legal proceedings against the owner to recover the Annual Assessment or the Special Assessments or either of them or any part thereof as shall remain unpaid together with costs

(iv) To suspend the right of an owner to use recreational facilities serving the Amenity Area for any period during which any charge against any owner's lot remains delinquent

PROVIDED THAT no Owner shall be relieved of his obligation to pay the Annual Assessments and/or the Special Assessments by the non-use or abandonment of his lot.

ARTICLE V

ARCHITECTURAL PLANS TO BE SUBMITTED TO THE ASSOCIATION

Section 1

For the purpose of this Article V references to "the Association" shall include a committee appointed by the Association for the review of architectural plans (as hereinafter defined)

Section 2 — Owners to submit architectural plans prior to commencing work

Prior to commencing work on any lot the owner shall submit a full set of architectural plans elevations and drawings (hereinafter referred to as "architecture plans") to the Association by way of application to the Association for review (hereinafter referred to as "the application") and no site preparation or construction activities shall commence on any lot until such plans have been approved by the Association

Section 3 — Content of architectural plans

Architectural plans shall include plans and specifications showing site layout, structural design, exterior elevations, exterior materials and colours of any walls, pools, driveways and buildings, landscaping and other features of proposed construction, as applicable, together with the proposed site on the lot and materials intended in the installation and construction of the necessary sewerage tank or cesspit servicing the same. The Association shall have the right to call for such additional information and/or the submission of sample materials and sample colours from an owner in its discretion in order to complete its review



Section 4 — Approval of architectural plans in sole discretion of the Association

In reviewing the architectural plans the Association shall consider the desirability of maintaining a uniform architectural scheme within the Subdivision and may disapprove plans purely on aesthetic considerations, and the Association shall have the sole discretion to make final conclusive and binding determinations on matters of aesthetic judgment and such determinations shall not be the subject of review so long as made in good faith

Section 5 — Time for Association to consider architectural plans submitted by owner

The Association shall make a determination on each application within sixty days after receipt of a full set of architectural plans from an owner and the receipt of

any additional information and/or samples as may be required by the Association and notified to the owner submitting an application for consideration

Section 6 — Association's options in approval/partial approval/disapproval of architectural plans

The Association may either i) approve the application with or without conditions or ii) approve a portion of the application and disapprove other portions or may disapprove the application

Section 7 — Approval in one case not a precedent for automatic approval in another

The approval of architectural plans containing elements of design and or construction in any application shall not be considered as a precedent for the automatic approval by the Association of architectural plans containing similar elements later submitted by any other owner in any subsequent application

Section 8 — Indemnity in favour of Declarant and Association

Neither the Declarant nor the Association nor any of their respective officers: directors or committee members shall i) bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications of compliance with building codes or other governmental requirements ii) be held liable for site conditions drainage or general site work or any defects in any architectural plans reviewed or approved by the Association AND FURTHER any owner submitting architectural plans for review by the Association shall indemnify and keep the Declarant the Association and all of their respective officers directors and committee members fully and effectively indemnified against any and all actions proceedings claims costs and demands arising in any manner out of any construction or improvement of the lot to which such architectural plans relate

Section 9 — Association not bound to consider/approve architectural plans submitted by owner in breach of covenant

The Association shall not be bound to consider and shall not be required in any circumstances to approve architectural plans submitted by any owner who is in breach of or (as appears from any architectural plans in any application submitted to the Association) is intending any breach of the restrictive covenants or other provisions of this Declaration remaining unremedied at the time the application is submitted

ARTICLE VI

GENERAL PROVISIONS

Section 1 - Enforcement

The Association or any owner shall have the right to enforce by a proceeding at law or in equity the restrictive covenants and/or all stipulations conditions covenants reservations liens and charges now or hereafter imposed by the provisions of this Declaration, and failure by the Association or by any owner to enforce any covenant restriction or stipulation herein contained shall in no event be deemed a waiver of the right to do so thereafter

Section 2 – Severability

Invalidation of any one of the covenants or provisions herein contained by judgment or an order of the court shall in no way affect any other provisions which shall remain in full force and effect

Section 3 – Amendment

This Declaration may only be amended by the Declarant and the Association (each requiring the approval of the other and, as regards the Association, only following resolution of members resolving the Association's agreement thereto) and any such amendment shall only take effect on the due execution by both the Declarant and the Association of an Amending Declaration providing therefore and the lodging of the same in the said Registry of Records PROVIDED that after the Declarant has sold all of the lots in the Subdivision this Declaration may be amended by the Association

Section 4 – Annexation

Additional residential property and common areas may be annexed to the said Subdivision by a resolution of members agreeing thereto and then in any event only with the express consent of the Declarant

Section 5 – Memorandum or Articles of Association conflicting with Declaration

In the event that any of the provisions of the Association's Memorandum or Articles of Association conflict with any of the provisions of this Declaration, the provisions of this Declaration shall be deemed to prevail

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO RESTRICTIVE COVENANTS

1. No trade, manufacture, business or commercial undertaking and no profession shall be carried on any lot (provided that letting to residential tenants shall not be a breach of this covenant provided that lessees are made to be bound by all the restrictive covenants to which the owner is subject) and no lot shall be used for any purposes other than residential purposes
2. No duplex house, apartment house or other building designed for occupation by more than one family with its guests shall be permitted on any of Lots 1 to 16 Block No. 4 inclusive, Lots 1 to 20 Block No.5 inclusive, Lots 1 to 48 Block No. 6 inclusive and Lots 1 to 15 Block No. 7 inclusive.
3. No garage, outbuilding, tent, trailer or other temporary building structure or shelter shall be used as a residence or living quarters except during construction of a residence and then only for a period not exceeding one year
- * 4. No lot shall be divided or subdivided into a smaller unit or units PROVIDED ALWAYS that this restriction shall not prohibit the building of one house on more than one lot or the construction of multi-family dwellings of up to i) a maximum of two units only per lot on any of certain lots ii) a maximum number of units to be approved by the Association and the planning section of Ministry of Works.

. Diff. between multi-family vs. duplex lots.

5. No clothesline may be placed on any lot and no garments rugs bedding washing and the like shall be hung from windows or balconies or the patios of any house or other structure on any lot
6. Not more than one operative fresh water supply shall be placed on any lot. No water shall be drawn from a well for the purpose of human consumption. Fresh water shall not be drawn from any well at a rate exceeding One thousand (1,000) gallons per day
7. No furniture, packages, equipment, goods or objects of any kind shall be kept or suffered to be kept in or upon any part of the Common Areas by any owner and such areas shall not be used for any purpose other than normal passage or such leisure or other purpose as may be designated by Association from time to time
8. Except as may be approved by the Association no sewerage tank or cesspit shall be constructed or maintained and no domestic fresh water waste shall be discharged or disposed of on any lot otherwise than into a sewerage system.
9. Nothing shall be done to delay prevent hinder, impede or interfere with either the Declarant and/or any utility provider its or their respective agents contractors or licensees in their installation of any subdivision infrastructure
10. No lot shall be used as a dumping ground for derelict vehicles or boats, rubbish, trash, garbage or other waste matter and no incinerator shall be permitted
11. 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
12. No owner shall allow any structure on his lot to fall into a state of disrepair nor weeds, under brush or unsightly growth to remain thereon and all garden areas shall be landscaped groomed and maintained in a reasonable manner and all walls roofs and other structures properly painted and decorated
13. No sign, billboard, hoarding poster or advertising device of any character shall be erected or displayed on or over any lot without the prior written approval of the Association
14. No animals or poultry shall be kept, raised or maintained on any lot except pet dogs and cats and such dogs and /or cats shall not be allowed to roam on any other lot or the Common Areas and shall be leashed when taken or allowed onto any part of the Common Areas by an owner
15. Nothing shall be done on any lot that may be or become an annoyance or nuisance to the owner of any adjoining or neighbouring lot
16. No large trees measuring six (6) inches or more in diameter at ground level may be removed from any lot without prior written approval of the Association unless located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building
17. No building or structure shall remain unfinished for more than eighteen (18) months after the same shall have been commenced

18. No construction, building or any building activity shall be undertaken on a lot before the hour of 7:00 a.m. or after the hour of 6:00 p.m. and no building or construction or any of the machine work that creates noise will be permitted on Sundays on any lot
19. No derelict vehicle shall be kept on any lot and no boat shall be kept on any lot save in a garage
20. No garbage cans or refuse containers of any kind shall be placed on any lot at any time either temporarily or permanently that are not placed in sanitary and secure containers that are adequately screened so that the same are not ordinarily visible from the Roadways and any neighbouring lot
21. No farming or planting of vegetable or produce shall be carried out on any lot until a house has been constructed thereon and occupied
22. No building fence wall or other structure shall be commenced erected or maintained upon any lot nor shall any exterior addition to or change or alternation thereof (including exterior colour schemes) be made until the architectural plans referred to in Article V of this Declaration have been approved in writing by the Association pursuant to the procedure set out in Article V
23. No building fence wall or other structure shall be erected or maintained on any lot save as may be strictly in accordance with the architectural plans relating thereto approved in writing by the Association, and following construction of any of the same pursuant to the written approval of the Association, no building or structure of any kind shall be built, erected, constructed, placed, enlarged or altered on any lot without the express written consent of the Association
24. Save as for the construction of boundary walls approved by the Association, no building or structure (boundary walls driveways, patios, decks and swimming pools excepted) shall be erected on any lot within 25 feet of the front boundary of any lot or within 20 feet of the rear boundary of any lot or within 12 feet of any of the side boundaries of any lot PROVIDED THAT the Association may approve the construction of a single dwelling house with appropriate outbuildings on more than one adjacent lot in which case this covenant shall not apply in so far as it relates to those of the side boundaries of any two such adjacent lots dividing one such lot from the other
25. No building if consisting of one storey shall have an interior area of less than one thousand five hundred (1,500) square feet or if consisting of two storeys shall have an interior area on the ground floor thereof of less than one thousand (1,000) square feet PROVIDED THAT such interior area as herein prescribed shall be measured from the outside of each wall and shall not include garages terraces decks open porches screened porches and the like areas
26. No building shall be erected on any lot that is in excess of two (2) storeys in height
27. No building shall be erected on any lot with either an overall finished height (as measured from the average height of the finished grade of the lot on which it is constructed to the highest point of its roof) in excess of 40 feet or with a height in excess of 25 feet measured from the upper level of the foundation of such building to the eaves of its roof
28. No chain-link or wire fencing may be brought onto erected or maintained on any front boundary line of any lot

29. The failure of the Vendor to enforce any covenant or condition herein contained shall in no event be deemed a waiver of the right to enforce the same or any other covenant or condition herein

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO
THE OWNERS' EASEMENTS

PART I

THE UTILITY EASEMENTS

The Association grants to each owner a non-exclusive right and easement to the free passage and running of water soil electricity and telephone or other communication through any channels drains wires conduits and pipes serving the lot of each owner and the right to make any connections thereto and to enter into and upon any adjoining or adjacent property for the purpose of maintaining repairing renewing and cleansing the same or making such connections

PART II

THE ACCESS EASEMENTS

The Association grants to each owner and his licensees and invitees a non-exclusive right an easement to go pass and repass along over and upon the Roadways at all times by day or night with or without vehicles of any description or on foot for all purposes connected with the use and enjoyment of such owner's lot but not for any other purpose

PART III

THE AMENITY EASEMENTS

The Association grants to each owner and his or her licensees or invitees a non-exclusive right and easement of use access and enjoyment in and to the Amenity Area SUBJECT TO the Amenity Area Rules and Regulations and to the Board of Director's right to suspend the right of an owner to use recreational facilities serving the Amenity Area a) for any period during which any charge against any owner's lot remains delinquent and b) for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation, of this Declaration

THE THIRD SCHEDULE HEREINBEFORE REFERRED TO

THE DEVLEOPMENTS EASEMENTS

The Association grants to the Declarant and every utility provider perpetual non-exclusive easements throughout the Common Areas to the extent reasonably necessary for the purpose of the installation of any and all subdivision infrastructure

THE FOURTH SCHEDULE HEREINBEFORE REFERRED TO

THE RESERVED EASEMENTS

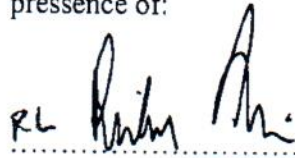
The Association reserves unto itself and others to whom it may delegate the right but not the obligation to enter upon any lot either i) for emergency security and

safety reasons to perform emergency maintenance and to inspect for the purpose of ensuring compliance with and enforcing the provisions of this Declaration or ii) to remedy any breach by an owner of the restrictive covenants. Any such rights may be exercised by any member of the Board and its duly authorized agents and assignees and all emergency personnel in the performance of their duties and in any case shall not be deemed a trespass PROVIDED ALWAYS that except in an emergency situation entry shall only be on 14 days' notice to an owner.

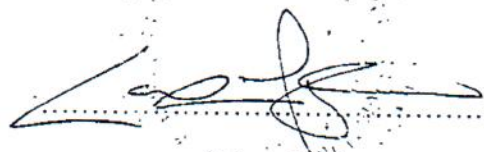
IN WITNESS WHEREOF the
Declarant has caused its Common Seal
to be hereunto affixed


.....

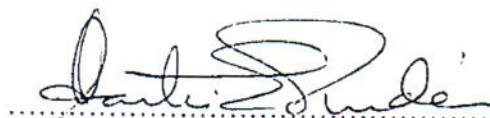
The Common Seal of Bahamas Holdings Limited was hereto affixed in the
presence of:


.....

IN WITNESS WHEREOF the
Association has caused its
Common Seal to be hereunto affixed


.....

The Common Seal of South Ocean Estates Property Owners ^{Association} Limited was hereto
affixed in the presence of:


.....

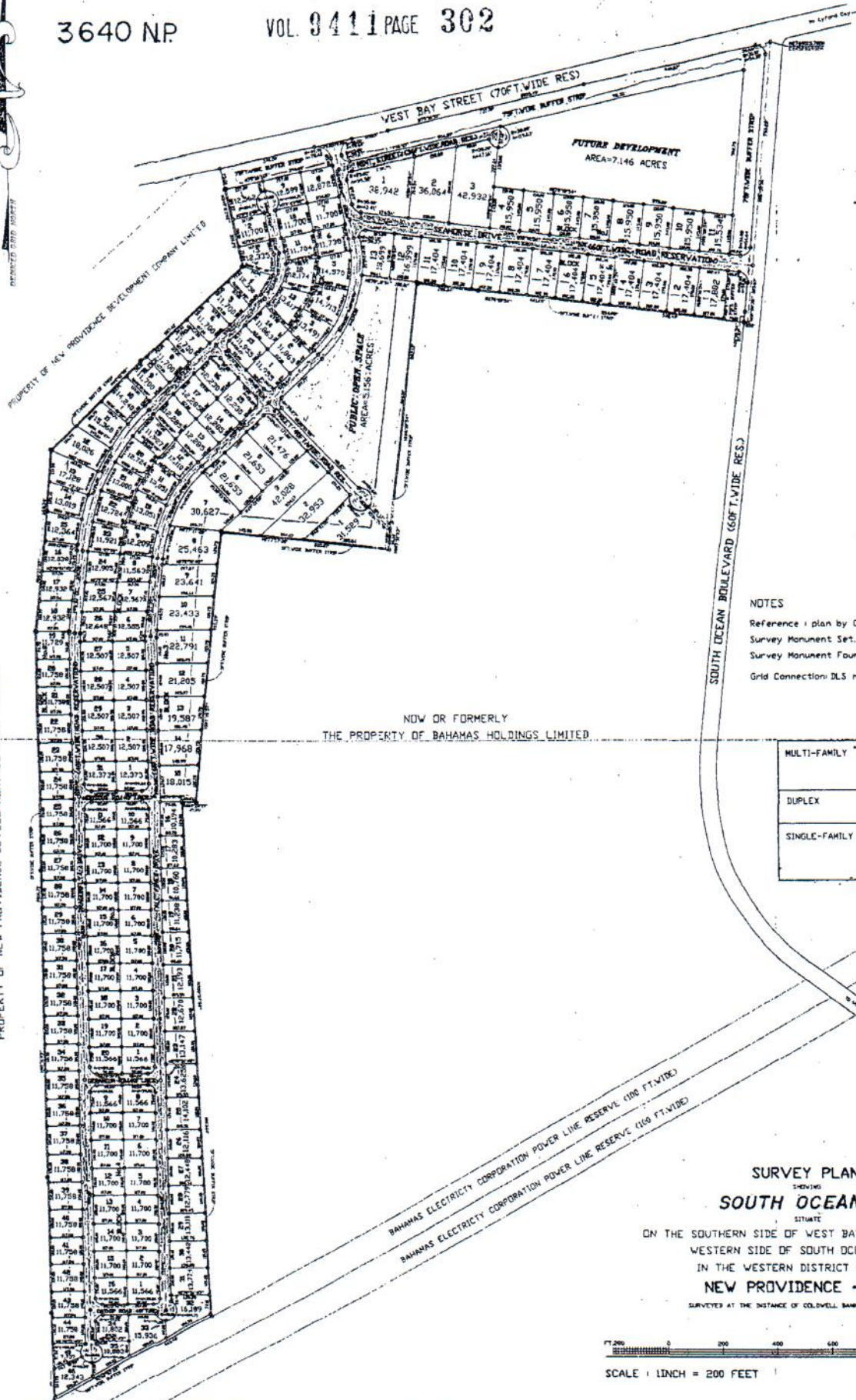
SOUTH OCEAN ESTATES

NEW PROVIDENCE, BAHAMAS

3640 NP

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PROPERTY OF NEW PROVIDENCE DEVELOPMENT COMPANY LIMITED



NOTES

Reference 1 plan by Caribbean Surveys Limited dated
Survey Monument Set.....
Survey Monument Found.....
Grid Connection DLS minor trig stations 312,316 & 347

LOTS SCHEDULE

MULTI-FAMILY	LOTS 1 to 11, BLOCK NO.1 LOTS 1 to 13, BLOCK NO.2 LOTS 1 to 15, BLOCK NO.3
DUPLEX	LOTS 16 to 35, BLOCK NO.3 LOTS 1 to 46, BLOCK NO.8
SINGLE-FAMILY	LOTS 1 to 16, BLOCK NO.4 LOTS 1 to 20, BLOCK NO.5 LOTS 1 to 41, BLOCK NO.6 LOTS 1 to 15, BLOCK NO.7

SURVEY PLAN SOUTH OCEAN ESTATES

ON THE SOUTHERN SIDE OF WEST BAY STREET AND ON THE
WESTERN SIDE OF SOUTH OCEAN BOULEVARD
IN THE WESTERN DISTRICT OF THE ISLAND
NEW PROVIDENCE - BAHAMAS

SURVEYED AT THE INSTANCE OF COLWELL BANKER DATE: FEBRUARY, 1990

SCALE 1 INCH = 200 FEET

Recorded in the Dept. of Lands & Surveys in accordance with Section 3 of the Land Surveyors' Act, 1975, as amended, on 28th day of May, 2000

Carla S. Berman
Surveyor General

SURVEYOR'S CERTIFICATE

I, Donald E. Thompson, a Surveyor registered and licensed in the Bahamas hereby certify that this plan has been made from surveys conducted by me or under my personal supervision and in accordance with the provisions of the Land Surveyors' Act, 1975, as amended.

DONALD E. THOMPSON & ASSOCIATES

Land Surveyors/Land Planners-Engineers
P.O. BOX 11-9771 Tel. (242) 325-3074 Nassau, Bahamas