

**Welcome**

# Secrets of Sandypoint

## Our Island

The original Bahamians were members of the Lucayan tribe, who Columbus described as “a peace-loving people, beautiful and generous of heart”. Most went away in slave ships never to return. The Spanish relocated the last eleven of them to Hispaniola in 1520. After that, no one lived permanently in the Bahamas for 150 years.

Meanwhile, sea battles waged beyond our sheltered natural harbor, as a succession of puritans and pirates struggled to establish a foothold. During the early 17th Century, the Royal Navy upgraded the pirates to privateers under the dreaded Blackbeard, who appointed himself as Magistrate. At that time, Sandypoint Lagoon was open to the sea, and boats could only come and go at high tide across the bar.

By 1718, the British had lost patience with the buccaneers who were running wild. They threw them out, and declared the islands a Royal Colony instead. That was when our more law-abiding British ancestors began arriving. The nation obtained independence from Britain in 1963 after a referendum.

The Sandypoint developer found pirate grapeshot

in the lagoon during the site establishment phase. Next time you go down to the beach, imagine pirate vessels in hot pursuit of merchant sailing ships and firing away with grapeshot. The pirates often chased their quarry in the direction of coral reefs hidden just below sea level where they stranded. Did you know that Sandypoint stands on coral?

## Our Coral Reef

Some 200,000 years ago, a coral reef appeared above the surface to form the beginnings of New Providence Island. The organisms living on it adored our sunshine and clear water and got to work enthusiastically. Everywhere you walk in Sandypoint, you see the fruits of 2,000 centuries of their labor. It is a precious thing, and we need to protect it.

After you have finished imagining pirate vessels in hot pursuit of merchant sailing ships, cast your eye out across the lagoon to the barrier reef where you see surf breaking. This is our natural protection against storm surges. We are fortunate to live on a tropical island that many others only see in movies.

## Our Sandypoint

Decades ago, our lagoon was little more than a neglected swamp. A developer bought the land around it in 1977, and spent the next ten years

fostering the vision that is Sandyport today. This includes the designer houses, the commercial center and the signature resort.

Early phases of the development included construction of the bridge and waterways. This created a nursery breeding ground for crustaceans, tiny fish and giant stingrays that mingle with our watercraft. This also encouraged the return of coastal plants that hold the land firmly against the restless ocean.

Construction of hundreds of homes followed, in tandem with development of our amenities. In 2009, your Association assumed administrative responsibility for the Sandyport residential community. From 2010 onwards, we have managed our own affairs through a Board elected democratically by all of us.

## **Your Sandyport**

You have bought into a dream, and are part of our community now. We hope that you enjoy your time with us.

Sandyport is more than just a place. It is a lifestyle with a heart and soul. May you have a wonderful time creating your Sandyport memories.





# Amenities

## Amenity

## Located by

Beach Access

Beach Lane

Boat Launch Ramp

Sandyport Drive 106

Playgrounds

Sandyport Drive 56 <sup>1</sup>  
Governor's Cay  
Roberts Isle

Restrooms

Playground near Sandyport Drive 56  
Pool Area near Coral Beach

Security Services

Main Entrance  
Service Entrance  
Canal Entrance  
Sandyport Drive 193

Swimming Pools <sup>1</sup>

Clipper Island  
Sandyport Drive 42  
Governor's Cay  
Corner of Roberts Isle  
Coral Beach

Tennis Courts

Main Entrance (2 Courts) <sup>2</sup>  
Sandyport Drive 43 <sup>2</sup>  
Governor's Cay  
Roberts Isle <sup>2</sup>

<sup>1</sup> Available for private functions via online reservation (fees apply)

<sup>2</sup> Reserve online (complimentary)





o Samus  
Mofseniga  
Lungoo  
Coron  
Modon  
Golfo  
di  
Coron  
Salto

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## Sandyport Owner Guide

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- 2 - License Agreement
- 3 - Architectural Guidelines
- 4 - Design Review Procedure
- 5 - Construction Activity Regulations
- 6 - Water Conservation





# Chapter

# 1

**Before We Begin**

## Before We Begin

Sandyport Homeowners Association decided it was time to consolidate the various documents, rules, regulations and policies for our community together, and bind them into a single Guide. That way, we have a common reference point for the way we manage our collective lives. Please take time to read this Guide carefully, and use it as a reference resource in future. You will find that this simplifies life in Sandyport for us all.

## Everyday Guidelines

- New Owners and Tenants should complete a property transfer form available from the Association office or at our website.
- Please park in designated spaces in the common areas. We also have firm rules for boats and trailers to help maintain order within the common area.

### GOOD TO KNOW

The Association is generally only concerned about modifications to properties that are visible from the roadways or waterways. Internal modifications generally do not require approval from the Association. However it is worth checking with the Ministry of Works if you are making any structural changes. Consult Customer Services if in doubt.

- The amenities are free to use. However most tennis courts require reservations. These can be made on line, free of charge. Amenity areas may also be booked on line for private functions, subject to availability and payment of the booking fee and deposit.
- All properties are subject to an indenture fee, however this is calculated within the maintenance assessment for developed properties. Properties under construction are also subject to payment of maintenance assessments at a reduced rate, full details of which are set out in Chapter 8. In addition, all properties are subject to a fixed water charge, and, in the case of metered properties, a water consumption charge too.
- We operate a paperless billing system in which all reporting is available via our website. Payments may also be made using your online account.
- The Association regulates construction activities in the common interest. Please review the Guidelines set out in Chapter 8 if you are considering installing any permanent structure. If you are uncertain about any modification, then it is best to check with Customer Services first.
- We have sanctions for those who disregard the rules we have put in place. Please expect to pay late payment fees and penalties if you transgress.
- On private Property, the Association is only

responsible for certain exterior painting, garden services, garbage removal, and making utilities accessible up to the boundary line.

- Owners of condominiums should be aware of their Declaration of Condominium, which regulates the relationship between the various Owners. We often find that there is an assumption that the Association is responsible for maintaining property common to the condominium, this is generally not the case.
- The Association provides water supplied from a public source and processes wastewater at its own facilities. For other utilities, Owners should contact BEC, BTC, Cable Bahamas etc. directly according to their needs.
- Owners are responsible for services on their properties. All domestic water and sewer problems are the Owner's responsibility and for their account.

## **A Community Appeal**

In a few short years, Sandypoint has become a desirable address that has a unique character in The Bahamas. We are all invested here. The purpose of this Guide is to help preserve the way of life that we have built. This is only possible if we manage the way we live together.





# Chapter

# 2

**Welcome Aboard**

# Welcome Aboard

## The Sandypoint Way of Life

This Chapter summarizes the Sandypoint way of doing things, and helps you adapt to our lifestyle. You will discover more detail elsewhere in this Guide, which we hope you will find useful.

## Our Natural Environment

The developers created a special place for us to live. Within it, there are private residences, communal facilities, and spaces left much as they were before. These are mainly at the points where the development interfaces with the natural marina. A host of wildlife shares these with us. Please help us to protect it.

An unspoiled environment helps preserve the value of our properties. Imagine for a moment if our waterways became neglected due to chemical or garbage contamination. None of us can afford to let this happen. Let's work together to maintain Sandypoint as a natural marina for ourselves and future generations.

## Your Rights as Owner

Property Ownership entitles an Owner to become a

Member, and receive a single share in the Sandypoint Homeowners Association. This empowers them to influence how we do business through the Articles of Association. Members enjoy voting rights and may be nominated to, and subsequently join, the Board of Directors.

You should be in possession of a share certificate at all times as you are an Owner within our community. If you are uncertain about your Membership status, contact Customer Services for assistance.

## Your Responsibilities as Owner

Communal living means adjusting to each other. Sometimes we have to do more than that to help things work. We have tried our best to build good neighborliness into this Guide. These Guidelines require us to consider the community as a whole, and to accept that we cannot always get precisely what we want.

## Children

We love our children, they are a special part of our lives. They have a right to enjoy themselves and have fun. At the same time, they are constantly testing boundaries. We ask parents to help us manage this, and ensure - as much as can be expected - that they

do not challenge the Sandyport way of life and the values set out in this Guide.

## Pets

We love our animals. Like children, they require a level of control. What you do on your own Property is largely your own business, as long as you respect the rights of others to peaceful living. If you do take your pets onto Common Property, please use a leash. We have installed pet stations at a number of locations so you can leave nothing but two sets of footprints behind you.

## Vehicles

The speed limit on roads inside Sandyport is 15 mph. The only vehicles allowed on them are those that are legal on public highways. In order to protect the interests of other Residents please ensure that your vehicles are:

- Adequately insured against third party damage and injury
- Operated by drivers with valid Bahamian driving licenses
- Driven responsibly so as to not be a hazard or a nuisance
- Driven with respect for our sidewalks and cycle tracks

- Parked only in designated parking spaces at any time

If you fail to meet these Guidelines we will prevent your vehicles from entering Common Property - this includes the roadways - until you have convinced us of your willingness to comply. In the interests of promoting safer roads, we tow vehicles away that are parked illegally after fair warning.

## Boats

Sandyport waterways are spaces where Residents may enjoy a peaceful and lovely environment. Please observe the speed limit of 5 mph. All boats should be registered with Security Services. You may only moor your boat at your designated dock slip.

## Penalties the Community May Impose

### Breach of Rules

When you bought your unit, you accepted the terms of the Restrictive Covenants that apply within Sandyport, and entered into a License Agreement that governs your rights of access to Common Property. These behavioral Guidelines make Sandyport a desirable address and serve to protect its value. If you admit family members, friends, Tenants or service staff onto the Property, the rules

apply equally to them, with yourself holding overall responsibility.

Most times things go well and we have no need to rely on enforcement measures. Sometimes they do not. This is when somebody turns their back on our rules and acts as if they have a right to disregard them. Under these circumstances, we rely on the powers granted to us through the Restrictive Covenants and License Agreement to enforce and take the necessary corrective action. We prefer to rely on Residents' sense of community and willingness to consider the greater good, than to rely on enforcement action that can include financial penalties.

## GOOD TO KNOW

The Association owns the common areas within Sandyport. These are for the enjoyment of Residents and their guests, as governed by the terms of the License Agreement. Thus, private property rights do not automatically extend to Common Property.

### Inappropriate Storage of Private Property

Please do not store anything in a common area unless in a designated space intended for that purpose. This includes your car, your boat, your trailer, the things you no longer need, and your junk. This requirement helps us to preserve the integrity and appeal of the community.

We remove all items from the common area that do not belong there and store them for up to 3 months at the Owners' expense. After that, we sell the items and credit any proceeds - less the costs of removal and storage - to the account of the Owner.

### Past Due Accounts

It costs about \$10,000 per day to operate our community. Our maintenance fees and other charges cover our operating costs and the need to accumulate a reserve. It is therefore important that everybody pays their share and on time. To discourage tardy accounts, we impose late payment fees and reserve the right to recover additional expenses incurred by reason of non-payment, together with penalty interest. We may penalize Owners with separate water accounts twice, if both their maintenance and water accounts are past due. Our view is that all Residents should pay their way on time, and those who pay late should not be subsidized by those who pay promptly.

### Together We Can Do More

We have chosen to live together in Sandyport. This takes everybody's participation and co-operation. You can help make it an even better community. Together we can do so much more.





# Chapter

# 3

## Around the Property

# Around the Property

## Security Controls

Sandyport controls access to protect everyone's interests, while at the same time making things as convenient as we can. The following topics are the most important. Please speak to Security Services on 327-6943 if you have any queries.

## Residents' Vehicles

We operate a vehicle management system that enables us to identify Residents' vehicles, and allows them optional automated access through the Main and Service Entrances.

If you do not have a vehicle identification decal, please contact Security Services to arrange installation. The decals are complimentary, but expire at the end of every year. If you would like access through one of the automatic entry lanes, then you will need to purchase a second, barcoded decal, which is subject to a one off fee. The barcoded decal does not have an expiry date, and you need only purchase a replacement at the end of its useful life. This should be several years, depending on environmental conditions.

## How You Can Help

From time to time we carry out spot checks on drivers and their passengers. This is necessary for your protection, and for training purposes. Please co-operate when a security person asks you to open your window. They work to serve your interests diligently, and your assistance makes a big difference.

## Broken Windows & Intrusions

Sandyport is a safe community although things do occasionally go wrong. Security Services is here to help you. Do not take chances if you find a broken window or something else that makes you suspicious and call Security Services on 327-6943 first.

## Periods of Absence

Contact Security Services if your Property is likely to be standing empty for a period. The simplest way to do so is to enter your instructions on the website via the 'Customer Services > Going Away' tab. Your request will go directly to Security Services for processing. They will contact you if they have any questions.

## Visitor Reception

Your visitors are important to us. However, we still need to treat them as strangers until we know that they are friends. To avoid delays and double-checking please do as follows:

- Contact Security Services on 327-6943 to advise details including arrival time.
- Keep Security Services informed of any changes to your visitor's schedule.
- Security Services will contact you for further verification, if your visitors are over thirty minutes beyond their scheduled arrival time.

Arrangements for service workers and contractors are different. Please consult the appropriate sections of this guide.

## Service Workers: Access

The general policy is that service workers enter Sandypoint via the Service Entrance. This is to avoid Residents experiencing delays at peak times. We have made an exception with respect to maids, cleaners, gardeners and car washers. They have the option of using either the Main or Service Entrance, provided they have a dual-entrance pass.

Residents who wish to apply for dual-entrance passes for qualifying workers should contact Security Services. There is a small annual fee, and approval is at their sole discretion. The request may be denied, if Security Services believe the worker would be best served by access control at the Service Entrance.

## Service Workers: Permitted Hours

Construction workers and any others using mechanical equipment may only be on the Property between 7:30am and 5:00 pm on normal business days. This means they may not be present during weekends and on public holidays. There are no exceptions to this rule. This is in the interests of preserving the right to peace and quiet for you and your neighbors.

Other service workers - maids, handymen, painters, and cleaners - may be present outside these hours with the Owner's consent, provided that:

- Their duties do not involve construction work, removal of debris, exterior painting or anything that constitutes an annoyance.
- If these workers are a nuisance to other Residents, Security Services will ask them to leave.



## Third Party Removal of Property

Security Services will deny exit to unauthorized third parties removing private property from Sandypoint. This is to reduce the possibility of burglaries, theft of watercraft etc. Residents should provide them with details of the third parties and the articles involved ahead of time. Security Services may contact the Resident before allowing the third party to exit.

## Residents Not in Good Standing

Residents who have past-due accounts, or are in breach of regulations may be asked to access the property via the Service Entrance until these matters are resolved. Extreme instances may result in complete expulsion from the common areas (including the roads and waterways) until resolved. Fortunately, these cases are rare and a measure of last resort.

Security Services will ensure that affected Residents and their guests comply if they are instructed to do so. However in most cases, disputes can be resolved by bringing the matter to the attention of Management, who will in turn seek guidance from the Board if necessary. Only Owners in good standing may vote at the Association's General Meetings.

## Tambearly School Access

Tambearly School is a privately owned establishment outside the Sandyport controlled area. Security Services opens an access gate at peak times for convenience of Residents. Please comply with the following arrangements to limit congestion.

### School Gate Hours

The gate is open as follows on school days only:

Morning..... 8:00am - 9:00am  
Midday..... 11:45am - 12:30pm  
Afternoon..... 2:30pm - 3:30pm

The gate is locked at all other times and unattended. Security Services will open it outside regular hours by request.

### Drop-Off Zone

We ask parents to remain at the drop-off zone for a maximum of five minutes. This is to avoid congestion, and disturbing other Residents. We have created additional parking spaces in the area. Please stay with your vehicle at all times, and do not park on the road or verge for safety reasons. Security Services may immobilize vehicles unattended outside of the time limits.

## Health and Safety

### Garbage Collection

The Association removes household refuse, and any green debris generated by its gardening service. We define household refuse as solid waste comprising garbage / rubbish that originates from homes. This includes bottles, cans, clothing, compost, disposables, food packaging, food scraps, newspapers, magazines, and flattened cardboard boxes less than 4 ft. long.

Construction- or building-related materials such as earth, sand, brick, stone, plaster or wood are excluded from the service, as are packaging materials such as styrofoam or cardboard boxes larger than 4 ft. in length. Green debris generated outside of the gardening service provided by the Association is also excluded from the garbage collection service.

Residents should observe the following Guidelines to ensure proper service:

- If using a private garbage bin, place it by the roadside before 7:30am and remove it after midday - do not leave it out overnight.
- Always use garbage bags.
- When using designated garbage bins, open the lid, place the garbage bag inside and close the lid.
- Do not store garbage outside of a designated bin.

This includes the top of the lid or to the side.

- If the the garbage bins in your area appear full, please open the lids and check before reporting this to Customer Services. We collect garbage five days a week, so there is rarely a time that there is insufficient capacity.

### Garbage Left Out Overnight

If you have a neighbor who leaves their garbage out overnight, please inform Security Services about this. They will contact the person concerned and explain why they should not do so.

### Junk Removal Service

We assist Residents who have material to dispose of from time to time that falls outside of the scope of our garbage collection service. This service is available on request, and is subject to a prepayment determined by the amount of junk involved. To book a collection, go to the 'Customer Service > Junk Removal Service' tab at the website.

#### GOOD TO KNOW

Please keep garbage where it belongs. Remember to close lids on common area garbage cans to keep trash from blowing into canals and roads. If doing construction work, please use a dumpster and make sure nothing can blow out of it either.

### Pest Control

We monitor the common areas for rodents regularly, and ensure that there are sufficient bait stations set out. Residents requiring rodent control on their private Property should contact a reputable company for assistance, as this is outside the scope of our remit. You can help control the situation by not leaving uncovered food and garbage lying around, and by following the garbage collection Guidelines set out above.

### Dengue Fever and its Prevention

Dengue Fever (also called Break Bone Fever) is a tropical disease transmitted by mosquito bites. Common symptoms include fever, headaches, severe muscle and joint pain, nausea, skin rashes and nosebleeds. Although the condition may be self-limiting, medical advice is necessary to avoid complications.

Dengue Fever is largely avoidable to the extent that we eliminate the mosquitos that cause it. We follow a two-phase approach at Sandypoint:

As Resident, you are responsible for removing all standing water inside and outside your home by:

- Covering or tightly closing water containers

- Emptying other containers and turning them top down
- Checking wells and soak-aways for seepages
- Treating garbage responsibly in accordance with Sandport rules
- Draining plant plates, and cleaning them thoroughly to remove mosquito eggs
- Changing vase water every two days and scrubbing insides thoroughly

Sandport appoints a pest control contractor to do general fogging as necessary. This includes treating open water where larvae may be present. When this happens, we provide advance notice. The process normally takes place between the hours of 2:30am and 6:00am, although this can vary. All Residents should comply with the following Guidelines during this time:

- Nobody - including animals - may be outside during fogging. Place all pet feeding and watering bowls indoors before it starts.
- All windows and doors must be closed during fogging, and remain closed for 45 minutes after completion. This is especially important for children, pregnant women and those with a respiratory condition.
- After this period, people and animals may go outside. These Guidelines are precautionary, the treatment does not leave a significant residue.

Please do not regard fogging as a replacement for home care. Remember, you and your children are closest to any open water on your Property.

## In the Event of a Fire

Do not take a chance yourself. In the event of a fire contact Security Services immediately. The following information will help ensure their effective response:

- Where the fire is burning.
- Details of the property affected (car, boat, house etc.).
- What is burning (electrical, gas, fuel, etc.).
- How long it appears to have been alight.
- Any other information that may prove helpful.

Security Services will contact the fire department. They will also dispatch a fire pump in the interim, and do their best to control the flames until the fire officials arrive.

## Private Insurance

Owners and Tenants are encouraged to seek private cover for themselves. This should include cover for use of the common and amenity areas, which are enjoyed at the user's risk.



# Hurricane Preparedness

## Plan Ahead

The key to living through a hurricane is planning for it. That way, you are ready for any eventuality, and already know what to do in the event it happens.

- Prepare an evacuation plan. Make sure everybody knows where to meet if you separate. Attach ID tags to pets.
- Ensure your home and contents are adequately insured. Include flood, wind and hail cover. Review this in detail with your agent. Ask them what you can do to reduce your risk.
- Make copies of personal and family records. Back your data up regularly on a remote server. Photograph or videotape your home and contents for insurance purposes. Provide your agent with a copy. Back it up.
- Keep medicine, food, clothing, flashlights and a portable radio in a dry place sufficient to last for at least a week. Remember to refresh this regularly. Purchase a generous supply of water purification tablets.

Never assume the government will provide for your needs. You must be self-sufficient just in case. Requests for assistance could overwhelm public agencies. At that time, available resources will be

directed to the most vulnerable and needy people. You could be on your own for more than a few days.

## If a Hurricane is Imminent

Take the hurricane warning seriously. The following is generally accepted advice although your own circumstances could be different.

- Keep one set of receivers tuned to local radio and television station for the latest national weather service advisories, as well as for special instructions from local government. Disconnect the rest.
- Check that your battery-powered equipment is functioning properly. This includes laptops, mobiles, flashlights and portable radios. Buy spare batteries and make sure that these are fully charged.
- Service stations may be inoperable after the storm has passed. Keep your car fully fueled in the event you need to evacuate. Ensure the battery and lights are in good condition. Do not be tempted to fill containers with spare fuel.
- Keep one vehicle parked outside the front door in case you need to leave suddenly. Pack it with emergency supplies including food and water. Park all other vehicles in the garage. Clear the carports.
- The storm may contaminate or damage the water

system. Store a week's supply of fresh drinking water in clean bathtubs, jugs and bottles. Check the sell-by date of your water purification tablets. Top up medical supplies.

- Fasten your boat securely well in advance of the storm, or move it early to a designated safe area. We suggest tying an anchor into the middle of the canal for the bowline and another for the port in order to prevent the boat hitting the bulkheads or ending up on the bank. Do not stay onboard the boat.
- Normally harmless items can become deadly missiles in hurricane-strength winds. Secure outdoor objects that could become debris. Tie down garbage cans, garden tools, toys, signs, porch furniture etc., or take them indoors.
- Preparing a yard for a hurricane is the Owner's responsibility. Remove dead wood from trees, and branches and coconuts from coconut palms. Secure them so they cannot blow away. Store garden tools safely. Take down flags.
- Contractors must remove loose construction material and debris from construction sites if possible. These can fly around and cause injury and even death. Cover dumpsters securely, if they are impossible to remove.
- Tie waterproof cover over the swimming pool filter and all other outdoor electrical equipment. Immediately shut off water, electricity, and gas supplies when told to do so.

- Ensure that pets are wearing collars with current ID's. If these are dated, write the details on adhesive tape with an indelible pen, and attach this to the pet's collar. Never leave pets outside or tied up during a hurricane.

When you judge the arrival is imminent, move the car outside the front door to the garage. Close all garage doors securely. Go inside the house with your family and pets. Secure doors and windows. Listen to the radio and television.

Flash floods brought on by torrential hurricane rains are dangerous. Although hurricanes weaken rapidly as they move inland, the remnants of a storm can still bring six to twelve inches of rainfall to the areas it crosses. Sandyport Drive is prone to flooding. Please take the necessary precautions.

Wind pressure and flying debris can break large windows, garage doors, and double-entry doors. Taping windows does not prevent the glass from breaking. It merely keeps the broken glass in a confined area. If desired, install hurricane shutters or window boards on all unprotected windows. These may prevent tree branches or debris from breaking glass.

## During a Hurricane

- **TAKE COVER.** Remain indoors throughout the hurricane, without exception. Blowing debris can injure, maim and kill. Travel is extremely dangerous. Be especially aware of the “eye of the hurricane”. If the storm center passes directly overhead, there will be a lull in the wind lasting for a few minutes to a half hour or more. At the other side of the eye, the winds will increase rapidly to hurricane force again. This time, they will come from the opposite direction, and may catch you unawares.
- **BE AWARE OF STORM SURGES.** A storm surge is a dome of water that can be fifty miles wide. The stronger the hurricane, the higher the storm surge will be. It sweeps across the coastline near where the eye of the hurricane makes landfall. A surge - aided by the hammering effect of breaking waves - is comparable to a giant bulldozer sweeping everything in its path. This is unquestionably the most dangerous part of any hurricane. Nine out of ten hurricane deaths are attributable to storm surges.
- **WATCH OUT FOR FLOODING.** Flash floods and creeping flooding brought on by torrential hurricane rains are dangerous killers too. Although hurricanes weaken rapidly as they move inland, the remnants of these storms can still bring six to twelve inches of rainfall to the areas they cross. Consequential floods like these can cause loss of life, and great damage too.
- **BEWARE OF STRONG WINDS.** Hurricane winds may be as powerful as seventy-four miles per hour or more, and can be very dangerous. In some instances, this wind force is sufficient to destroy buildings. Wooden structures are particularly vulnerable to hurricane winds that spawn tornadoes. This can contribute to incredible destruction. The greatest threat of all from hurricane winds is their cargo of debris. This is a deadly barrage of flying missiles such as lawn furniture, signs, roofing, trees, and siding. This is why hurricane preparation is so important.
- **REMAIN INSIDE.** After the storm has passed, avoid going outside unless you must. There may be a variety of pets and creatures living on their nerves. Much of the debris will be razor sharp and could hurt you easily. Stay inside your home listening to the radio. Follow the advice of the authorities.

### GOOD TO KNOW

Our gardening service does not include hurricane preparation for private gardens. If your Property is opted in, trimming is performed once a month and the service may not coincide with the arrival of a hurricane. During a hurricane, coconuts and loose branches can become missiles so plan ahead and remove anything that poses a hazard.



Chapter

4

Administration

# Administration

## When You Have a Concern

### Owners

We are continually seeking to improve the quality of service that our Residents deserve. A large community like ours requires everyone to follow procedures for dealing with any concerns. Please read this section carefully. If you recognize a way to do things better, please tell us, and we'll do our best to accommodate.

We track all concerns reported to us using a single Customer Service system, so no matter how the issue comes to our attention, it will always find its way to our Helpdesk. You will receive a support ticket number by email, so that you can keep track of the progress of your concern.

### GOOD TO KNOW

Stay up to date with email bulletins. If you aren't already receiving updates, go to the website and enter your email in the 'SIGN UP FOR OUR MAILING LIST' box. Should you no longer wish to receive bulletins, you can unsubscribe at any time by selecting the 'UNSUBSCRIBE' option in the bulletin.

There are several ways to report a concern:

- **WEBSITE:** There is a red 'Report a Concern' tab located to the right of any page at our website. This is the preferred method as it offers answers from our Knowledge Base that may address your concern. However, it also requires more information. This will help us to serve you better if you do require personal service.
- **EMAIL:** If you prefer to send an email, use [support@sandyportmanagement.com](mailto:support@sandyportmanagement.com) and remember to include your address and the details of your concern. If a photograph is available, please include it with your email.
- **TELEPHONE:** We recognize that it is not always practical to report a concern electronically. Customer Services staff will create a support ticket on your behalf if you call it in, unless they are able to attend to your query right away.

### Tenants

Tenants should channel their Property related concerns to the Owner. If the Owner determines that it is a matter that requires our attention, they will report the concern as outlined above. The only exception to this is if the matter concerns a water bill. We are unable to consider requests from Tenants who do not follow this procedure.

## US Embassy Employees

Employees of the US Embassy should report concerns to their Administration Office. They should in turn follow the procedures for Tenants as outlined above.

## Customer Services

If you call outside of business hours and choose to leave a message with Customer Services, please remember to include your address and the details of your concern. Out of hours emergencies and security concerns should be reported directly to Security Services by calling 327-6943.

For all other concerns, please use the procedures outlined above and avoid reporting directly to field staff. This is because Customer Services needs oversight over all requests so that it can prioritize tasks. While you may be tempted to deal with a matter on the spot, there are other demands that also need consideration.

When we have dealt with your concern, you will receive an email asking how we did. Please be honest and provide us with feedback, so we can learn of any areas requiring improvement.



## Website Resources

### Message Board

The Sandyport Message Board is a meeting place for Residents who wish to help grow our community and have something positive to share with others. Please be kind and honest, and remain within the following Guidelines:

- Avoid personal attacks, profanity, or threatening, abusive, harassing or otherwise offensive language or images.
- You may not impersonate another individual, or communicate under another name that you are not entitled to use.
- The Message Board is not the place for chain letters.
- We do not allow personal or commercial advertising.

### Website Comments

Whilst the Message Board is a forum for communicating to the community in general, we also allow comments on individual notices published at the website. As with the Message Board, the comments are there for Owners and Residents to communicate with one another.

We moderate all posts made to the Message Board, and also website comments. We publish those we approve 'as is', without checking spelling, grammar etc. Remember that these posts are for public consumption and are not monitored for customer service requests. If you do require any help from Customer Services, please use the procedure outlined above for reporting a concern.

### Knowledge Base

Answers to common questions are available by accessing the Knowledge Base at the website. Select the 'Customer Service' tab.

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## Paperless Billing

### How to Access Your Account Online

Owners and Residents can log into their Sandyport accounts at the website via the 'View Account' tab. If your online account is not set up yet - or if you need to reset your account details - you will need an invitation code and password. If you do not find this in your email inbox, please check your spam filter before requesting a new one. To do so, please send a message to [accounts@sandyportmanagement.com](mailto:accounts@sandyportmanagement.com).

After you log in to your account, you will be able to view your account history and select individual transactions for further details. You will also be able to pay by credit card using your online account.

## Payment Methods

### Online

We accept all major credit cards and PayPal. Please note that we charge a transaction-processing fee of 5% when making payment using this method. We will calculate this for you before approval. You will receive a separate receipt for the processing fee by email, after the payment has successfully completed.

### Check

Checks in favor of ‘Sandyport Homeowners Association Ltd.’ may be handed to Security Services at either entrance, delivered to the Administrative Office at Sandyport Olde Towne (there is a lock box if the office is closed), or mailed to PO Box SP 64016, Nassau, Bahamas. Remember to write the Sandyport address of the account to which we should apply payment on the back of the check. If you are paying with a US dollar check, please add 1% to the balance you are paying, to cover the surcharge applicable from January 1, 2013.

### Cash

We only accept cash at the Administration office up to the value of \$200. Alternatively, you may deposit cash directly to either one of our bank accounts detailed below.

Remember to input the Sandyport address of the account to which we should apply payment when making the deposit and as an extra precaution, send a message advising us of the deposit.

### Local Bank Transfer

If you are transferring funds from a CIBC or Scotiabank account to us, please use the following bank account numbers:

- CIBC 200-167527
- Scotiabank 70045-72613

Remember to input the Sandyport address of the account to which we should apply payment when making the transfer and as an extra precaution, send a message advising us of the transaction details.

## GOOD TO KNOW

Online payments reflect on the customer account immediately. Payments made direct to banks may take up to two business days before the information appears on the account. All other payments normally appear on the account within one business day of receipt.

## International Wire Transfer

When paying from a foreign account, fees and variations in the exchange rate invariably result in the amount we receive being less than the amount sent. The net amount we receive will reflect on your statement. We recommend you add 5% to the total paid, to cover incoming bank charges.

For accounts in US dollar funds:

- Instructions to: Wachovia Bank, New York
- Swift Code: PNBUS3NNYC
- ABA: 026005092
- Credit: First Caribbean International Bank
- Swift Code: FCIBBSNS
- Account #: 2000192005416
- For further credit: Sandyport Homeowners Association Ltd. Account 200-167527

For all other currencies, please visit the website and go to the 'View Account > Payment Methods' tab.

Remember to instruct the bank to identify the Sandyport address of the account to which we should apply payment when making the wire transfer. Please send a message with the payment details to [accounts@sandyportmanagement.com](mailto:accounts@sandyportmanagement.com) together with the address specified so we can reconcile.

## Property Fees

### Vacant Lot Fees

Indenture Charges apply to vacant lots under the terms of your Indenture of Conveyance. We adjust them every five years to reflect any increase in the cost of living as published by the Bureau of Labor Statistics of the United States Department of Labor. The next adjustment is due in 2016.

### Lots Under Construction

From the date of approval of a construction application, the Property is subject to a reduced maintenance assessment, known as a provisional maintenance fee. Full details of this and other fees applicable during construction are set out in Chapter 8.

### Maintenance Assessments

We divide the net operational costs of the community by the total number of square feet of the homes. The latter are measured in accordance with the specification set out below to compute an assessed rate per square foot. Each Property incurs an annual maintenance charge, being the calculated area multiplied by the assessed rate. The Indenture Charge is included in the maintenance assessment.

We use a firm of Chartered Surveyors to measure each home in order to calculate the maintenance assessment. The cost of this is included in the construction fee if it is a new building. The following are the areas used in determining the applicable maintenance charge:

- Enclosed buildings measured along the exterior perimeter walls
- Any formed, fitted out, enclosed and floored roof space
- In the case of townhouses, half of the area of the common walls
- Fully enclosed porches and balconies
- Enclosed garages whether or not air-conditioned

We exclude covered porches and balconies that are mesh-screened, low unfinished storage areas outside knee walls, covered balconies, carports, gazebos, and tool sheds. If we need to assess or reassess your home, we will give ample warning and advice.

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## Water

### Setting up a Water Account

Contact Customer Services if you require a water supply. You can expect to pay a deposit together with a connection or reconnection fee, depending

on whether or not a functioning meter is already at the Property. The deposit is refundable when the account is closed unless offset against outstanding charges.

We may charge water consumption to the Owner's maintenance account or to a separate water account in the name of the Owner or Tenant. Advise us of your preferences. However, be aware that having separate accounts could lead to double late fees if more than one account is delinquent.

### Water Deposits

The water deposit is the same for all Properties. We base this on our average total water cost over a 3-month period, since we bill quarterly. If you have an empty lot or vacant house, we can remove the meter and refund the deposit less any money owing. We routinely remove inactive meters for accounts without deposits to help prevent water leaks. If you have an existing water deposit and relocate to another Property, we can transfer the deposit to the new account if no bill is outstanding.

We hold the water deposit in the name of the person paying it, and they will receive the refund when the account is closed. If you sell a Property, advise us if the deposit transferred to the new Owner as part of the sale.

## Water Charges

There is a fixed and variable component to our water charges. Every Property incurs a service fee whether or not it is developed. In addition we charge for consumption at a rate per 1,000 gallons or part thereof. This is set to cover the cost of water, own consumption, and - in conjunction with the fixed charge - water used in the amenity areas.

## Tenant Bills

If a Tenant has set up a water account, they will be charged for consumption only. The fixed water charge applies is a per Property charge and is payable irrespective of occupancy. In most cases Landlords pass this cost on to the Tenant.

## Billing Cycle

There are thirteen water routes within Sandypoint, and we bill one route each week. This means that by the end of a quarter, we will have billed all of them. The process repeats four times a year and is consistent. Hence those Properties billed in a given week of a quarter, will normally receive their bills in the same week every quarter thereafter.

## Abnormal Water Bills

There are two common reasons why a water bill is higher or lower than expected: The water meter is faulty or there is a leak. If you suspect the former is the case, please report it as a concern. If your meter is faulty, we will replace it. We will charge for the installation, together with the estimated water consumption according to a standard formula.

If your meter proves to be working correctly, then we will deem the reading accurate. You may wish to investigate the following causes of high water consumption for your own account.

- An undetected pipe leak on your Property
- An abnormal event such as filling your swimming pool
- A faulty irrigation-system timer
- A toilet cistern running continuously

The Association is not responsible for the cost of detecting plumbing problems on the Owner's side of the meter. Under these circumstances we will normally recommend that you contact a reputable plumber.

We recommend reading the water conservation tips set out in Appendix 6.

## Disconnections

We disconnect water supplies on delinquent accounts after we have made reasonable attempts to notify the account holder. Before we disconnect a supply, we will place a notice at the Property at least one business day before doing so. This is so we don't inconvenience the Resident without fair warning. This policy is without prejudice to the rights of the Association under the terms of the License Agreement.

## Wastewater Collection System

The Association processes its own wastewater. We receive sewage from private residences and pump this to our wastewater treatment plant. The system operates 24 hours per day, 365 days a year using pumping stations throughout the property.

In order for the pumps to operate efficiently, they need to be free of heavy matter such as cloths, towels, mops and tee shirts. We have found all of these items and more somewhere in the system when we have experienced a failure. Stoppages place an unnecessary burden on the system. They can lead to serious problems, even though we have preventive and redundant systems in place to counter this.

Please be mindful of what passes into the sewer system. Avoid dumping anything into the drains beyond the purpose for which they exist. Please create awareness among your service staff and contractors. It is in our common interest to keep the costs of maintenance down. Kitchen grease is a common cause of wastewater backing up into your home so try to find alternative means of disposal.

### GOOD TO KNOW

Only the Association may install or remove water meters. Water connections or reconnections made without authorization of the Association are subject to financial penalties. These must be paid before the water supply may be reconnected. Please report any suspicious connections to Customer Services.

## Change of Ownership or Tenancy

If the Property is sold or has a new Tenant, please complete the form AD-PT which is available at the website. Submit it to the Administration Office, together with the supporting documents as indicated on the form.



Chapter

5

Community Living

## Community Living

The Amenity Areas are open to everybody on a 24 / 7 basis, unless they are pre-booked for a private function. We ask that you use them and leave them as you would hope to find them, and be considerate to neighbors at all times.

Make reservations at the website via the 'Customer Service' menu. Reservations may be made by Residents and Owners only and are subject to availability. Please notify us if you no longer require the reservation as a courtesy to others who may want to use the facility.

The facilities are unattended and are there for Residents to enjoy at their own risk. The Association accepts no liability for loss, damage or injury whatsoever.

### Recreation Areas

- Supervise children closely at all times.
- Clean up toys, bathroom and storeroom after use.
- Recreation area parking is for that purpose only.
- Refrain from smoking.
- Keep pets away from the area and surrounds.
- Never introduce glass or other potentially hazardous objects.

## Swimming Pools

- Do not enter the area or use a swimming pool if:
  - You have or may have a communicable disease
  - You are under the influence of alcohol or drugs
  - You are alone (unless there is a lifeguard present)
  - Your child is wearing diapers without rubber pants
  - You are under 16 (unless accompanied by an older person)
  - You have floatation devices other than back bubbles and water wings
- Bathe with warm water and soap before entering.
- Keep pets away from the area and surrounds.
- Wear swimwear designed for the purpose and not clothing.
- Refrain from running or diving in any form.
- Refrain from blowing your nose or spitting.
- Refrain from bringing glass, food or drink into the area.
- Refrain from splashing, pushing, dunking and making a noise.

## Tennis Courts

The courts are only for playing tennis. Therefore no roller blading, roller skating, ball playing, skate boarding and similar activities are permitted.

With the exception of Governor's Cay, we keep the courts locked and you should contact Security Services to gain entry. To avoid disappointment or unnecessary delays, we recommend early reservations.

### GOOD TO KNOW

Vehicles may only be parked on private Property or in designated parking spaces on Common Property. Vacant lots may not be used for parking vehicles, trailers or storing other articles, unless they are adequately screened as set out in the Restrictive Covenants.

## Booking Private Functions

The Recreation and Swimming Pool Areas may be booked for private functions, by paying a non-refundable booking fee together with a deposit at the Administration Office. We recommend you make your reservation at least one day in advance, as there is no guarantee until we receive payment. We may refund the deposit if you return the area in a clean and tidy condition as received.

## Carports on Common Property

There are 28 carports located on Common Property along Sandyport Drive. The Board of Directors reviews exclusive use of these carports annually. We will distribute a notice detailing terms and conditions once they have been established.

## Animals

### Pet Owners' Responsibilities

Sandyport is a large area that we need to share responsibly. Please keep all your animals within your Property boundaries as standard practice, and do not allow them to roam. Keep them on a leash all the while they are on Common Property. Please use the bags at pet stations to dispose of their waste.

We recommend you add a name and emergency contact number to their pet tags. That way, Security Services can reunite them with you quickly if they stray, and they avoid going to the Humane Society compound.



## Dangerous and Nuisance Dogs

Whilst the Restrictive Covenants only permit dogs that weigh less than fifty pounds, this policy is generally not enforced provided that they are not a nuisance to other Residents or otherwise objectionable.

In the event that you encounter a problem with any pets, we recommend you try appealing to their Owner's sense of community spirit in the first instance. If you do not succeed in doing so, you may ask Security Services to intervene, provided there is a clear case of a breach of the Guidelines.

We will insist on the removal of animals that we deem a threat because they demonstrate aggressive behavior and, if necessary, we will seek police assistance if its Owner is uncooperative.

## Dogs Fouling Community Space

We encourage pet owners to clean up after their animals. Residents are encouraged to report offenders by emailing Customer Services with specific details such as date, time, location, owner details and, if possible, photographs.

If we believe the owner did not take reasonable precautions to clean up, we will speak to them,

keeping the complainant's identity confidential in the first instance. If we are obliged to take formal steps, we may make the report official and the complainant will be asked to go on the record.

## Dogs Damaging Property

If you observe a dog causing any damage to private or Common Property, please report the matter to Security Services who will try to contact the owner. If this fails, they will treat it as a stray animal.

## Stray Animals

Security Services sets traps to capture stray animals - in particular dogs - humanely. If we are unable to locate the owners, we hand them over to the Humane Society.

Pet owners should include emergency contact details on their pet tags, allowing Security Services to reunite a captured pet with its owner quickly.



# Chapter

# 6

## Property Maintenance

# Property Maintenance

The Association does not maintain private properties with the exception of the painting and gardening services outlined in this Chapter. In the case of condominiums, Owners should check their Declaration of Condominium for Common Property maintenance obligations.

## Painting

We repaint the exteriors of all units during a three-year cycle that will continue through to 2016 per details published at the website. Please note the following specification, and prepare for the arrival of the painting team in good time after we advise you.

- The Association is only responsible for painting the exterior walls, window frames and doors of assessed buildings in accordance with the terms of the License Agreement. We do not paint the structures outside the scope of the maintenance assessment such as carports, fences, trelliswork, shutters and docks.
- We defer work if a Property account is overdue, and reschedule it for a later date when the account is up to date.
- Surfaces finished in “marblecrete” or similar will be pressure washed only, and not painted.

- We apply a single coat of paint, therefore please observe the following:
  - Color changes may not occur without the prior approval of the Association.
  - Thereafter the Owner is responsible for arranging for the building to be primed (with the new color) at their expense.
  - We will sample the existing paintwork for a color match, however if it has faded and you wish to restore the original color please notify us and we’ll do our best to accommodate.
  - Any exposed structural work such as cracks, steelwork and woodwork should first be properly prepared by the Owner - including primer and the first coat of paint - and inspected by the Association before we confirm the schedule.
- Owners are responsible for ensuring that we have proper access. This includes clearing around the area to be painted. The contractor will not move debris, furniture or other obstructions.
- The Association will inspect the work when it is complete. Please assist us as Owner, by reporting concerns within seven days of completion.
- If you are unhappy with anything while the painting is in progress please notify Customer Services. The contractor answers to the Association so do not instruct them directly.



## Gardening Service

### General

We provide a gardening service every two weeks, on properties where Owners have opted in. This is a basic service as described below. We endeavor to advise the Owner or Resident of any work that may be necessary outside the scope of service, however we do not perform the work.

It is the Owner's responsibility to ask us to reinstate the gardening service at any time - for example upon completion of construction or change of Ownership. If we have not serviced the Property for 60 days or more, then any additional work required to bring it up to standard is outside the scope of what we do.

In this regard, please note the following:

- We should be informed about any vegetation or area that we should leave untouched.
- Gardening service may be subject to delays owing to weather conditions, or other matters beyond our reasonable control.
- If we miss a scheduled service (because we were unable to obtain access or for other reasons) we will revisit it during the next service cycle.

## Properties Excluded

We do not provide gardening service to properties opted-out, subject to construction activity, or with unrestrained animals or animal feces present.

## Lawns

We maintain lawns in a healthy, vigorous condition, as long as they are free from disease and large concentrations of pests. The service includes mowing, edging and trimming so as to maintain an even, well-groomed appearance. Grass height should not exceed six inches at any time.

## Shrubs

We trim shrubs that are less than seven feet high once a month. The only exceptions are palms and coconut trees of any height. This should be sufficient to maintain shrubs and vines in a healthy, vigorous condition, provided they are free from disease and large concentrations of pests.

Where shrubs are set in rows with a clear intention to create a hedge, we trim them to encourage this. We also prune shrubs that are overhanging curbs or sidewalks.

Owners are responsible for all other plant material.

## Groundcover

We trim groundcover back from sidewalks and curbs as necessary. This should be sufficient to maintain it in a healthy, vigorous growing condition, provided it is free from disease and large concentrations of pests.

## Cleaning Up

We take reasonable measures to contain debris during gardening services. However, some pool areas with lawns and vegetation growing nearby may receive debris, which is the Owner's responsibility to remove.

Specifically, we provide the following clean-up service:

- Remove leaves and weeds from planters and edges.
- Remove broken or fallen branches from trees up to seven foot high excluding coconuts and palms.
- Blow walkways and driveways clear.
- Remove garden debris, visible lawn clippings and tree trimmings and prepare these for collection.





## Exclusions

Please note that the following DO NOT form part of the gardening service we provide to opted-in properties:

- Tending plants in pots
- Weeding lawns
- Replacing planted material
- Staking trees
- Planting new vegetation
- Attending to plant disease
- Fertilizing and mulching
- Dealing with insects and pests
- Maintenance of irrigation systems
- Moving furniture and other items
- Hand watering vegetation
- Removing animal feces
- Weeding driveways
- Pre and post hurricane work
- Tidying up after service providers
- Any other unrelated activity

## Owners' Responsibilities

Tell us whether you would like to be opted-in or opted-out of the gardening service. You can also separately opt in or out of the trimming service. Owners should take reasonable steps to limit deterioration of the garden area, and to protect the

health, safety, and welfare of the public in the event of problems involving it. Taking these steps does not relieve us of our responsibilities in this regard.

Ensure that we can access your Property to provide the gardening service, and that we will find it free of animals and their feces.

## Loss or Damage

We assume sole and complete responsibility for the execution of the gardening service. This includes the safety of all persons and Property present at the time, but excludes liability for events arising from the sole negligence of the Owner or their Tenants.

Our liability is limited to the replacement / repair cost of any accidental damage reported within 24 hours, as long as the damaged property was installed according to the manufacturer's specification (where applicable), and persons present were there legally. Consequential loss is specifically excluded from this cover.

Please report any concerns relating to loss or damage to Customer Services within 24 hours of service.



# Chapter

# 7

## Boats



## Boats

### Boat Registration

Please register your boat with Security Services before attempting to enter the canal system, and attach the identification decal they provide. They will request a copy of the registration document, to evidence that the boat belongs to the Property Owner or their Tenant.

### Use of Boat Slips

Only registered vessels may occupy their designated boat slip. Security Services may refuse entry - or arrange removal - of any unregistered boats, or those that are the subject of a breach of these Guidelines.

### Single Boat Policy

The developers intended for each Sandyport waterfront lot Owner to be able to dock their boat at their Property. This should be one boat only at a given Property at a particular time, to avoid congestion. However if space permits and you need to store additional vessels, please make the request in writing to the Administration Office.

## Canal Barrier

Security Services provides 24-hour security at the canal entrance. The barrier is always engaged, unless allowing traffic to pass through. However if you plan to enter or leave Sandypoint by boat during the hours of darkness, please contact Security Services ahead of time, so that they know when to expect you. A ship to shore radio is tuned to channel 72, if you need to contact the canal security booth.

## Size Restriction

The infrastructure places restrictions on the boat sizes we can allow. Please note the following approximate measurements:

- Bridge height is 14'0" at high, and 17'5" at low tide
- Maximum draft is between 2' and 5' at low tide

We do not accept responsibility for any damage to boats. The above dimensions are for guidance only, draft and arial clearance at the entrance to the canal can be affected by waves and wakes.

## Boat Trailers

Boat trailers may only be stored on the Owner's developed Property, not on vacant lots or on Common Property.

## Boat Launch Ramp

Only vessels registered with Sandypoint Security Services and bearing the ID decal may use the boat ramp. Guests of residents are permitted to use the boat ramp conditionally upon the resident being present during it's use.

The lot adjacent to the boat launch ramp is private property and is therefore not to be used for parking trailers.



# Chapter

# 8

# Construction

# Construction

## Conveyance Documents

The conveyance documents that you would have signed when you purchased your Property define how Sandypoint goes about its business, and sets the ground rules for the role the Association assumes since it took over from the developer.

- Appendix 1 - The Restrictive Covenants set out the restrictions that apply to private Property.
- Appendix 2 - The License Agreement sets out the terms and conditions under which you may use the Common Property such as the roadways, waterways and amenity areas.

Please read both these important documents carefully. They provide essential context to the community in which we live, and the amenities we share. If you purchased a condominium, you should also have a copy of your Declaration of Condominium. This regulates the relationship between the various unit Owners within the complex.

## Maintenance of Vacant Lots

Sandypoint is an exclusive development for people who enjoy a distinctive lifestyle. Owners of vacant

lots should keep them in a neat and tidy condition, such as they should like to view through the windows of their own homes. If you own a vacant lot, please refrain from storing boats, trailers, and building materials on your land, and generally keep it in a neat and tidy landscaped condition.

Where Owners fail to respect these Guidelines, we may enforce the terms of the Restrictive Covenants and take the necessary steps to ensure that the lot is in compliance. This may result in a financial cost to its Owner. However we prefer cooperation over coercion, so please respect the Guidelines. They are there for the benefit of all, and help preserve property values.

## Construction Approval

The License Documents and Restrictive Covenants define a harmonious community with a given style of architecture, and a cooperative lifestyle. Sometimes Owners and Residents overlook, or are ignorant of the fact that they cannot erect fences, build boundary walls, extend their homes, alter their docks and so on without the approval of the Association.

In short, any structural change (other than to vegetation) that is visible from the outside requires approval by the Association in advance of starting

the work. If in doubt, contact Customer Services for guidance. Construction applications should be filed using the Construction Application Form. This is available at the website or from the Administration Office.

We have streamlined the Construction Approval process as much as possible and divided it into two phases to minimise costs at the design stage:

- Phase One - Conceptual Approval
- Phase Two - Design Approval

Our guideline processing time for each of these two phases is six weeks. Applicants can shorten this considerably by observing the detailed information contained in Appendix 3 (Architectural Guidelines) and Appendix 4 (Design Review Procedure) at this time for essential background information.

## Processing Times

We recommend seeking conceptual approval before committing to a final design, especially in the case of new dwellings or significant modifications. If the correct procedures are followed in accordance with the Design Review Procedure and Architectural Guidelines - and there are no exceptions - then each stage should take no more than six weeks. Our normal processing times are much shorter than

that. However, it can take longer if the documents are incomplete, or the application requires Board approval.

## Checklist

The following criteria must be satisfied internally before construction may commence:

- Ownership confirmed by way of a copy of conveyance on file
- Applicant's account is current
- Construction application is paid (there is no fee for conceptual approval)
- All documents meet the criteria set out in the Architectural Guidelines
- Contractor's all risk insurance certificate is filed
- Ministry of Works permit is filed<sup>1</sup>
- All conditions (if any) are satisfied
- Payment of building fee is made<sup>2</sup>
- Signed survey plans from a chartered surveyor once the area is staked out<sup>3</sup>

### Notes:

<sup>1</sup> Where applicable

<sup>2</sup> New dwellings only

<sup>3</sup> New dwellings and extensions that alter the building footprint



## **Application Fees**

- Dwellings - \$1,000 per application
- Dwelling modifications such as extensions - \$500 per application
- Other applications (docks, boat lifts or dock extensions) - \$250 per application

These fees are payable on submission of the application and are non-refundable.

## **Costs Upon Approval**

The following are effective on construction approval:

- Provided all other conditions have been met, new construction approval shall be granted. A \$2,500 building fee will be invoiced, and is due for payment before construction may commence.
- Once construction approval is granted based on the submitted drawings, the Maintenance Fee shall apply with a 50% discount, less the indenture charge. We refer to this as the Provisional Maintenance Fee.
- The discounted Provisional Maintenance Fee expires and the full Maintenance Fee applies from the effective date of the occupancy certificate, or twelve months from the approval date, whichever is the sooner.

- Contractors must purchase identity passes for their workers in order to gain entry into Sandyport.

## GOOD TO KNOW

It is possible to obtain an extension to the Provisional Maintenance period by up to three months, if a request is made in writing before its expiration. Approval of such extensions is at the sole discretion of the Association.

## Construction Activity Regulations

Constructing or modifying a home in Sandyport is a little different from building one on freehold land. This is because the surrounding lots may be developed, and the access roads pass nearby established homes.

We administer regulations designed to ensure that Owners have the right to develop their land, while acknowledging the rights of Residents to see this done in an orderly and responsible manner. Full details of the Construction Activity Regulations are set out in Appendix 5.

## Abandoned Constructions

In order to maintain the distinctive Sandyport architectural style, we discourage protracted or abandoned constructions. However sometimes life goes off course and construction activity is deferred. Under these circumstances, the site should be prepared so that it does not present an eyesore to the community, and the following steps taken:

- Store all unconsumed building materials inside the structure or remove them altogether.
- Neatly close off all ground floor doors, windows and other openings to prevent access, especially by small children.
- Thereafter, maintain the lot in a neat and tidy condition as described elsewhere in this document under “Maintenance of Vacant Lots”.

The Restrictive Covenants allow one year for building. Completing a construction project timeously is in everybody’s interest. We may insist on a new application if a construction has been abandoned for more than twelve months.

The progressive Maintenance Fee structure is designed to encourage Owners to complete the job, take up residence, and enjoy our marina lifestyle with us.



# Appendix

# 1

## Restrictive Covenants

1. No lot or group of lots in Sandyport may be divided or subdivided into smaller lot or lots.
2. No trade manufacture business profession or commercial undertaking (including the business of a guest house proprietor boarding-house keeper or hotel operator) shall be permitted on any lot and no lot shall be used for any purpose other than residential purposes.
3. No “duplex house” apartment house hotel or other building designed for occupation by more than one family with its guests and servants shall be built on any lot. Notwithstanding the foregoing the Vendor shall be at liberty to construct apartments condominiums or townhouses on any lot or lots pursuant to its power of modification or variation and release hereinbefore contained.
4. Not more than one private residence or dwelling house with appropriate outbuildings (including rooms for accommodation of guests servant’s quarters and garage or combined garage and apartment) shall be built on any lot. Provided Always that nothing herein contained shall be deemed to restrict the building of one private residence or dwelling house on more than one lot.
5. No building fence wall or other structure including but not limited to, garage, swimming pool house drives parking areas landscaping sea wall slip, boat landings, dock, piers dolphins or mooring posts modifications or alterations (“Structures”) whatsoever shall be erected placed or altered on any lot or canal unless and until the proposed detailed plans and specifications thereof shall have been approved in writing by the Vendor. All structures shall be of the Sandyport Georgian Colonial style. Every application to the Vendor shall be in writing and shall be accompanied by (a) the detailed plans and specifications of the proposed Structures including adequate off street parking and exterior colour (b) the details of the proposed type of construction (c) a plot plan showing the proposed location of Structures on the lot and (d) a drainage plan showing the position of drainage swales and conduits and (e) a construction schedule (collectively called “the Plans”). Such approval shall not be given if the Vendor in its sole discretion determines that the proposed Structures would affect the integrity (by appearance or otherwise) or endanger any part of the remainder of the Sandyport Property or buildings. The issuance by the relevant Government authorities of a building permit which may be in contravention of these restrictions shall not prevent the Vendor from enforcing these provisions.
6. No building generally shall be of a construction other than reinforced concrete frame and masonry block with reinforced concrete strip foundations and reinforced concrete ground slab. Exterior walls are to be finished in cement stucco rendering with painted finish. Doors and windows are to use colonial style muntins where not covered by a balcony or roof. The roof structure shall be designed to meet with the wind velocity requirements of The Bahamas Building Code. Roofs shall be shingled with wood or three (3) dimensional ragged cut asphalt. Utility connections shall be underground. Chain link shall not be used for fencing. The cables and wires for the supply of electricity, water, telephone and sewerage shall be installed under the roadway running along the boundary of a lot and all connection charges shall be for the lot owner.
7. 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 stories 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.
8. No Structure shall be built erected or landscaped other than according to the Plans approved in writing before the same is commenced and shall not after be altered in external appearance without the like approval of the Vendor in writing.
9. If within forty-five (45) days after the issue of a receipt in writing for such Plans by the Vendor no written objection shall have been received by the owner from the Vendor then such Plans shall be deemed to have been approved.
10. No Structure shall extend beyond the setback lines or height hereinafter stipulated provided that where more than one lot is intended as a single building site the setback lines between contiguously owned lots shall not apply and the setback lines shall be calculated from the perimeter lot lines of the multiple lot site and the following provision of this paragraph shall be construed accordingly. No structures including porches or projections of any kind shall be more than three (3) stories in height with a maximum of forty (40) feet in height above ground level; at a lesser distance than twenty (20) feet from the road boundary line; at a lesser distance than five (5) feet from the side boundary lines, at a lesser distance than twenty (20) feet from canal front boundary line. No docks or jetties shall extend beyond six (6) feet from the canal front boundary line or extend to within six (6) feet each side boundary.
11. No fence wall or boundary structure shall exceed four (4) feet in height three(3) feet on the canal front boundary or be erected closer that eight (8) feet from the road boundary to avoid the drainage and utility easements which are up to five (5) feet wide on each side of the road. Nothing shall be done over on or under the areas in respect of which easements are expected or reserved for utilities which will or may prevent impede or interfere with the use of such areas for the purpose of laying erecting inspecting maintaining repairing replacing and renewing cable pipe lines conduits wires poles and other apparatus for the purposes of supplying water electricity and telephone services in Sandyport and for the purpose of providing drainage and sewerage facilities to Sandyport and every part thereof.

12. No temporary building of any kind shall be built except sheds or workshops to be used only for the works incidental to the erection of any permanent buildings.
13. All construction activity on any lot and traffic shall be subject to the general supervision of the Vendor.
14. Nothing shall be done or permitted or suffered to be done on any lot which may be or become an annoyance or nuisance or danger to the owners or occupiers of adjoining lot owners or to navigation of the waterways.
15. An owner whose property borders on or includes the Sandypoint security fence shall not breach the fence in any manner and shall report to the Vendor anything or matter which might cause the integrity of the security of the fence to be lost.
16. No immoral improper offensive or unlawful use shall be made of any lot.
17. No commercial fishing boat shall be docked at any lot.
18. No swine cows horses poultry or objectionable animals or creatures shall be kept raised or maintained PROVIDED ALWAYS that a single dog weighing less than fifty (50) pounds when adult and a single cat shall not be deemed to be objectionable animals and providing nevertheless that they do not constitute a nuisance that they are normally kept inside the house and that they are not bred regularly.
19. No sign billboard boarding or other advertising device of any kind shall be erected or displayed on any lot and PROVIDED THAT nothing shall be deemed to restrict the erection of property identification and like signs and PROVIDED THAT such signs do not exceed two square feet (2sq. ft) on the surface area.
20. No radio or television antenna or satellite (dish) antenna shall be erected on any lot that is not adequately screened so that it is not visible from the street or waterways.
21. No private water well shall be drilled or maintained on any land without the written approval of the Vendor.
22. No earth closet septic tank or open pit toilet or cesspit shall be constructed or maintained on any lot after the installation of a main sewerage disposal system by the Vendor. Except with the prior written consent of the Vendor no domestic wastes shall be discharged or disposed of otherwise than into property installed septic tanks and after installation as aforesaid the Sandypoint sewerage disposal system.
23. No large trees measuring six (6) inches or more in diameter at ground level may be removed from any lot without the written approval of the Vendor unless located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such buildings.
24. No burning or incineration of any trash, garbage, garden cuttings or other rubbish shall be permitted on any lot. No trash, garbage or other rubbish shall be permitted to accumulate on any lot otherwise than in a container or containers provided therefore by the owner and shall not ordinarily be visible from the street or waterways and if after Thirty (30) days' notice the owner shall fail or refuse to keep his lot free of refuse piles or other unsightly objects then the Vendor may enter upon the lot and remove the same at the expense of the owner and such entry shall not be deemed a trespass.
25. No trailer boat recreational vehicle tent tree house or other similar out-building structure or article shall be placed on any lot at any time either temporarily or permanently that is not adequately screened so that is not ordinarily visible from the street or waterways.
26. No owner shall permit or suffer to be done or keep in his house or upon his lot anything which may increase the rate of insurance on adjoining lots on the Sandypoint property or any part thereof or which shall obstruct or interfere with the rights of other owners or cause annoyance to them by noise or smell.
27. 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 whatsoever properly painted and decorated in keeping with the high standards of the Sandypoint Development as a whole. If the owner shall fail to maintain his structures or landscaping after notice in writing then the Vendor may enter upon the lot and undertake necessary repairs or landscaping at the expense of the owner and such entry shall not be deemed a trespass.
28. No farming or planting of vegetable or produce shall be carried out on any lot until a house has been constructed thereon and occupied.
29. No building or other structure shall remain unfinished for more than One (1) year after the same shall be commenced.
30. No garments rugs bedding washing and the like shall be hung from windows or balconies or the patios of any house or garden area thereof that is visible from the waterways or the road.
31. No unreasonable noise shall be made in any house and an owner shall cause reasonable care to be exercised in the use of musical instruments radios television receivers amplifiers and the like upon his lot.
32. An owner may lease or rent his lot and premises provided that the lessee is bound by all the conditions restrictions and stipulations to which the owner is subject.
33. The owner shall observe and obey the rules for the use of the Common Areas of Sandypoint promulgated from time to time by the Vendor in accordance with the terms of the License to the user thereof or for the use of the waterways.
34. No owner shall fish water ski or operate a jet ski in the waterways of Sandypoint. A maximum speed of five (5) miles per hour shall be observed by watercraft in the waterways.
35. 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.



# Appendix

# 2

Licence Agreement

THIS LICENCE is made BETWEEN Sandport HOMEOWNERS ASSOCIATION LIMITED a company incorporated under the laws of the Commonwealth of The Bahamas and carrying on business within the said Commonwealth (hereinafter called “the Licensor” which expression where the context so admits shall include its assigns) of the one part AND OWNER of the Western District of the said Island of New Providence (hereinafter together called “the Licensee” which expression where the context so admits shall include his permitted assigns) of the other part.

WHEREAS:-

(A) The Licensee is seised for an estate in fee simple in possession of a piece parcel or lot of land situate in the Western District of the Island of New Providence (being part of a larger property known as “the Sandport Property”) designated as ADDRESS (the said piece parcel or lot of land being hereinafter referred to as “the Property”);

(B) The Licensor is seised for an estate in fee simple in possession of certain parts of the Sandport Property (hereinafter referred to as “the Amenity Areas”) that is to say the tennis courts swimming pools beach areas common garden areas courtyards parking areas roads paths canals waterways and walkways of the Sandport Property the Amenity Areas being more particularly those pieces parcels or lots of land having such position boundaries shape marks and dimensions as are shown on the diagram or plan attached hereto (hereinafter called “the said Plan”) and are delineated on those parts which are coloured Brown, Blue, Orange, Yellow, Pink and Green on the said Plan; and

(C) The Licensor has agreed to grant to the Licensee a Licence for the term of Ninety-nine (99) years (determinable nevertheless as herein provided) to use and enjoy the Amenity Areas (or parts thereof) on such terms and subject to such conditions as hereinafter appear and the Licensee and the Licensor have agreed to enter into such agreements with respect to such licence and otherwise as are hereinafter contained.

NOW THIS LICENCE WITNESSETH as follows:

1. In pursuance of the said agreement and in consideration of the Maintenance Charge hereinafter mentioned and the covenants and stipulations hereinafter contained and on the part of the Licensee to be paid performed and observed the Licensor hereby grants unto the Licensee FIRSTLY FULL licence right and liberty for the Licensee his heirs and assigns being from time to time the owner or owners for an estate in fee simple of the Property and their tenants servants visitors and licensees at all times hereafter by day or by night except as hereinafter provided and for all purposes of domestic use and convenience incidental to the occupation of the Property but not further or otherwise and in common with the Licensor and owners and occupiers of other dwelling houses erected on the Sandport Property and all others who have or hereafter may have the like right to go pass and repass ascend or descend over upon and along and to use the following Amenity Areas shown on the said Plan subject to the rules and regulations as to the use thereof hereinafter mentioned;

- (i) In the case of the roads coloured Brown with or without animals motor cars and other vehicles;
- (ii) The pedestrian footpath and right of way coloured Pink giving access to the beach area;
- (iii) In the case of the canals or waterways coloured Blue with or without motor or sailing vessels and other boats;
- (iv) The Tennis Courts coloured Orange;
- (v) The beach area coloured Yellow;
- (vi) The swimming pools coloured Green.

SUBJECT NEVERTHELESS to the right of the Licensor at any time and from time to time during the continuance hereof upon giving Ten (10) days' notice in writing to the Licensee to substitute for the Amenity Areas or any part thereof such other properties as will afford the same facilities to the Licensee and/or to relocate or reposition the roadways footpaths beach area or any other part of the Amenity Areas and if it becomes necessary during construction of other buildings in the Sandport Property to close a part or parts of the Amenity Areas (not unreasonably and not in any manner preventing access to the Property by land or sea) and in respect of the beach area to close permanently such part or parts thereof as the Licensor shall in its discretion determine SECONDLY FULL and FREE running and passage of water soil and electricity through and along such parts of the sewerage system and the main water and other pipes drains tubes and wires leading to or from or serving the Property as pass through over or under any part of the Amenity Areas.

2. The licence hereby granted shall remain in effect (unless terminated by the Licensor as herein provided) until the Licensor shall deliver to the Licensee a lease of the Amenity Areas (or substituted Amenity Areas) (save and except the beach area which shall continue to be used and enjoyed by the Licensee as a licensee subject as hereinbefore provided) for a term of Ninety-nine (99) years and a licence of the beach area (subject as aforesaid) for a like term whereupon the Licensee shall deliver to the Licensor a surrender of the licence hereby granted.

3. The Licensee shall pay to the Licensor during the term of the licence a Maintenance Charge being the aggregate sums actually expended or properly budgeted or reserved by the Licensor in its discretion but at all times acting reasonably in the management maintenance and improvement of the Amenity Areas and every part thereof for the general enjoyment benefit and convenience of the owners and occupiers from time to time of the Property and all other dwelling houses and condominium units erected on the Sandport Property. The Maintenance Charge shall comprise two parts:

- (i) FIRSTLY the annual “Indenture Charge” in the amount of One thousand Five hundred Bahamian dollars (\$1,500.00) per annum (subject to upwards revision) to be paid on the first day of January every year by the Licensee to the Licensor under the provisions of an Indenture of Conveyance of even date herewith made between the Licensor of the first part FirstCaribbean International Bank (Bahamas)

Limited of the second part David Graham and John W.C. Christie of the third part and the Licensee of the fourth part as therein provided.

(ii) SECONDLY a Licence Charge which shall be the balance after deducting the said Indenture Charge from the Maintenance Charge.

4. (i) From time to time or monthly during each year of the said term the Licensor may serve one or more written notices on the Licensee of the amount or amounts or additional amount or additional amounts of the Maintenance Charge which the Licensor bona fide estimates to be due from the Licensee with respect to that year of the said term and thereupon the Licensee shall forthwith pay to the Licensor the amount so mentioned in any such notice PROVIDED NEVERTHELESS that while having latitude and exercising its discretion in the management maintenance and improvement of the Amenity Area and as aforesaid the Licensor shall give effect to the following general guidelines:

(a) The Licensor in carrying out its management business reasonably shall exercise due diligence at all times and in every manner possible towards attaining proper and cost effective methods of carrying out its undertakings in respect to such matters and shall endeavour to obtain the best available service contractors and staff for the work to be done and in all matters to act in good faith to minimize expenses which are to become part of the Service Charge.

(b) The objection to or arbitration of the imposition of any rates land charges property taxes utility charges assessments levies (including such matters as sewerage or garbage disposal or otherwise) and the like by any Governmental or private agencies having power to impose such or occasioned in the supply of utilities and services which become part of the Service Charge shall be dealt with by the Licensor acting in the interest of the owners in good faith.

(c) Capital expenditures for new or extended facilities as part of the Amenity Areas shall not be reserved or undertaken by the Licensor without prior notification and with reasonable details provided to all owners and the agreement in writing of at least Sixty-five percent (65%) of the Licensees who are owners of Houses townhouses condominium units or lots including the Licensor who shall have one vote for each built but unsold House, Townhouse or Unit.

(ii) In the event that the Licensee shall be required to pay any amount which exceeds the amount he would ordinarily have been required to pay by way of Maintenance Charge resulting from any house townhouse lot or condominium unit owner failing to pay his Maintenance Charge then in such event the Licensor shall use its best endeavours to collect such Maintenance Charge in arrears and upon collection of same repay to the Licensee the amount by which his Service Charge was increased together with interest thereon at the rate of ten percent (10%) per annum.

(iii) The Licensor shall at all times be responsible for the fair share of the Maintenance Charge for built but unsold units.

5. (i) As soon as reasonably practicable after the end of each year of the said term the Licensor shall send to the Licensee a copy of the unaudited accounts for the management of the said Amenity Areas

with respect to such year and if such accounts shall show that the income (including all other Maintenance Charges received and interest (if any) earned on budgeted charges invoiced in advance or other payments rebates or monetary benefits however derived in relation to the Amenity Areas and after allowing for reasonable reserves as the Licensor shall reasonably think fit) exceeds the amount that the Licensee has in proportion been charged and has paid in Maintenance Charges for that period then a like percentage of any such excess of income over expenditures shall forthwith be refunded by the Licensor to the Licensee or in the discretion of the Licensor applied towards the Maintenance Charge payable by the Licensee for the next year.

(ii) The Licensor shall not in the ordinary course be required to provide Audited accounts in respect of the verification of the Maintenance Charge but shall at least once each year provide to the Licensee an unaudited financial statement of affairs showing how the past income and expenditure for the period in question is derived and proved and any licensee or committee of the licensees wishing to do so may have access at reasonable times upon reasonable notice to the records and vouchers and books of account in relation to the service charges for the purpose of satisfying themselves that the Licensor's service charges are reasonable and valid. Such licensee or licensees may at their option and expense have the said accounts audited but not more than once in respect of any accounting period and the Licensor undertakes to prepare keep and maintain for a reasonable period of time (not less than three (3) years) the said books vouchers and accounts for such purposes and the Licensor undertakes to make keep and maintain such books records and accounts as shall be sufficient for giving effect to these provisions. If on any occasion of the auditing of accounts at the instance of a Licensee there is found to be a discrepancy with the result that the licensee or licensees have been incorrectly charged with Maintenance Charges in excess of ten percent (10%) of the amount so certified by the audit then the Licensor shall bear the cost of the audit which shall be considered a common expense and shall make and effect such credit adjustment as is appropriate to the Maintenance charges which were billed or are thereafter to be billed to the owners from time to time as their interest may appear.

6. The percentage of the Maintenance Charge payable by the Licensee shall be the same percentage as the net square footage of the dwelling house on the property bears to the aggregate square footage of all completed houses townhouses and condominium units from time to time situate in the Sandyport Property. For the purpose of calculating the square footage of any dwelling house Townhouse or condominium unit guest quarters and enclosed porches covered by a fixed roof shall be included and the net square footage shall be calculated by measuring from the outside of external walls and from the middle of party walls (if any) PROVIDED HOWEVER that in the event that there is no dwelling house on the Property the Maintenance Charge payable by the Licensee hereunder shall be fifty percent (50%) of the Maintenance Charge payable from time to time

by the owner of an Angler Townhouse in the Sandyport Property PROVIDED NEVERTHELESS and notwithstanding anything to the contrary herein contained unless and until a dwelling house shall be built on the Property the Licensee shall have the option (which shall be exercised by notice in writing to the Licensor) of declining the use of the Amenity Areas and in such event the Licensee shall only be liable for the payment of the said Indenture Charge.

7. The Licensee hereby covenants with the Licensor as follows:

(i) To pay the Maintenance Charge hereby reserved during the said term and in the manner aforesaid without any deductions.

(ii) To observe the rules governing the use of the Amenity Areas as such rules may be made and amended from time to time by the Licensor in accordance with its obligations under sub-clause (viii) of Clause 9 hereof

(iii) To keep the exterior wall roofs fences and structures of any kind whatsoever built or situate on the Property in good repair and condition.

(iv) Within One (1) calendar month after any such document or instrument as is hereinafter mentioned shall be executed or shall operate to take effect or purport to operate and take effect to produce to the Licensor or its Attorney every assignment transfer or Mortgage or Charge of this Licence and also every probate letters of administration order of the Court or other instrument effecting or evidencing a devolution of title as regards the licence hereby granted for the purpose of registration and for such registration to pay to the Licensor or its Attorney a fee of \$10.00 in respect of each such document or instrument so produced.

(v) To pay all costs and expenses (including Attorney's fees) incurred by the Licensor for the purpose of or incidental to the preparation and service of a notice requiring the Licensee to remedy a breach of any covenants or conditions on the part of the Licensee herein contained.

8. If the said Indenture Charge or Licence Charge (herein collectively called "the Maintenance Charge") hereby reserved or either of them or any part thereof respectively shall be in arrear for Thirty (30) days after the same shall have become due (provided that the Licensor shall have first served Seven (7) days notice upon the Licensee specifying his failure to make any payment due) or if the Licensee shall fail or neglect to perform or observe the rules mentioned in clause 9 (ix) hereof or any of the covenants and agreements on his part to be observed and performed and hereinbefore contained having been given Thirty (30) days written notice thereof then and in any such case the Licensor may determine the licence hereby granted and exclude the Licensee from exercise or enjoyment hereunder of the licence hereby granted and may thenceforth hold and enjoy the Amenity Areas as if the licence had not been made and without prejudice to any right of action of the Licensor in respect of such unpaid licence fees or any other antecedent breach of the Licensee's covenants and agreements herein contained.

9. The Licensor hereby covenants with the Licensee: -

(i) That the Licensor will at all times during the said term insure:

(a) all buildings and structures from time to time on the Amenity Areas against loss or damage by fire hurricane storm seawave and such other risks as the Licensor shall think to be in the best interests of the Licensee and the other owners in an insurance office of repute in the full replacement value thereof in the name of the Licensor and at the request of the Licensee to produce to the Licensee or his agent the policy or policies of insurance and the receipt or receipts for the current year's premium and will cause any money received under any such policy to be laid out in rebuilding and reinstating and the Licensor shall rebuild and reinstate as and when such rebuilding or reinstating may be necessary;

(b) against injury to third party persons lawfully on the Amenity Areas and other risks to third party persons property and up to such specified monetary limits as the Licensor shall in its discretion think fit for the general benefit of the owners and occupiers of any part of the Sandyport Property;

PROVIDED ALWAYS that if the Licensor shall determine that the effecting or continuing of any such insurance or insurances shall not be economical or expedient it shall notify the House Townhouse and Condominium unit owners in writing providing reasonable details of the premiums payable and other information in respect of such insurance or insurances and upon the agreement in writing of at least Sixty-five percent (65%) of the said owners cease to insure the same giving twenty-one (21) days notice to such effect to the Licensees.

(ii) That the Licensor will at all times during the said term repair and maintain in good repair and tidy condition (except if prevented from so doing during construction) the Amenity Areas and the tennis courts swimming pool courtyards parking areas roads paths and walkways and other structures including satellite dishes and Systems erected thereon.

(iii) That the Licensor will at all times during the said term repair and maintain in good repair and condition the main water and other pipes sewers drains tubes and wires leading to and from or serving the House as pass through over or under any part of the Amenity Areas.

(iv) That the Licensor will at all times during the said term cultivate maintain and keep in proper and tidy condition (except if prevented from so doing during construction) the gardens of the Amenity Areas and the garden areas of the Houses (following the construction of a house and its landscaping by the Licensee) situate in the Sandyport Development and repair and maintain in good condition the boundary walls and fences of the Amenity Areas belonging to the Licensor.

(v) That the Licensor will at all times during the said term paint the exterior of the House (following construction and first painting by the Licensee) including the walls window frames and doors thereof as often as necessary to preserve the appearance and integrity of the Sandyport Property.

(vi) That the Licensor will at all times during the said term bear pay and discharge all rates taxes duties assessments impositions

and outgoings which may exist be charged or imposed upon the Amenity Areas or the owner or occupier in respect thereof including Real Property Taxes or any taxes imposed in addition thereto or in substitution therefor.

(vii) That the Licensor will at all times during the said term pay such rates and charges as may be or become payable in respect of the supply of water to the Amenity Areas.

(viii) That the Licensor will at all times during the said term maintain in good repair and proper working order all wiring meters switches lights and other apparatus used for the purpose of lighting the Amenity Areas and pay all charges payable in respect of the electricity consumed and apparatus used and expended in the purpose aforesaid.

(ix) That without prejudice to the covenants of the Licensor hereinbefore contained the Licensor will use its best endeavours to maintain and improve the Amenity Areas for the general enjoyment and convenience of the Licensee and other persons from time to time entitled to use the same and the Licensor shall from time to time make and vary rules regulating the use and enjoyment of the Amenity Areas which rules shall in the discretion of the Licensor be reasonable and for the general benefit and convenience of the Licensee and all other persons from time to time entitled to use the Amenity Areas and not discriminatory against the Licensee.

10. The Licensor hereby further covenants with the Licensee that the Licensee paying the Maintenance Charge and performing and observing the covenants and agreements on the part of the Licensee to be observed and performed hereinbefore contained shall during the said term and on a non-exclusive basis enjoy the Amenity Areas without any unlawful interruption or disturbance by the Licensor or any person or persons claiming through or under or in trust for the Licensor.

11. It is hereby agreed that the Licensor shall be at liberty to employ and pay as a common expense accountants bookkeepers managers attorneys or other agents to manage or transact any business or to do any act required to be transacted or done by the Licensor under these presents (including the receipt and payment of money and keeping of books of account expenditure with regard to the maintenance of the Amenity Areas and the preparation from time to time of the accounts relating thereto).

12. If any dispute or question shall arise between the parties hereto or should there be a question relating to the terms or effect of this Agreement or any clause or thing herein contained or the rights duties or liabilities of either party under this Agreement the matter in difference shall be determined by a single arbitrator in case the parties can agree upon one otherwise by two arbitrators one to be appointed by each party to the difference and in either case in accordance with the provisions of The Arbitration Act of the said Commonwealth of The Bahamas or any statute modification or reenactment for the time being in force.

13. The parties hereby acknowledge and agree that this Agreement

may be substituted by a lease of the common areas (excluding the beach area which shall continue to be used and enjoyed by the Licensee as a licensee) containing provisions covenants and conditions similar to and having the same effect and intent as these presents.

14. The Licensor hereby undertakes that it will:

(a) At the request and expense of the Licensee produce to the Licensee all documents of title in its possession relating to the Property;

(b) At the request and expense of the Licensee deliver copies of such documents of title to the Licensee; and

(c) Maintain the safe custody of such documents of title damage by fire hurricane storm tempest or inevitable accident excepted.

15. Any notice to be served hereunder on the Licensee shall be served by delivering the same to the Licensee personally (or the Licensee being a corporation by delivering the same at the Registered Office of the Licensee in the Commonwealth) or by sending the same to the Licensee by prepaid registered mail to the last known address of the Licensee in the Commonwealth (or the Licensee being a corporation to its Registered Office as aforesaid) or to such other address or addresses as may be from time to time notified by the Licensee to the Licensor in writing and in the case of the Licensor shall be sufficiently served on the Licensor by delivering the same at the Registered Office of the Licensor in the City of Nassau or to such other address or addresses as may from time to time notified by the Licensor to the Licensee in writing. Any notice posted in the Commonwealth of The Bahamas to an address outside the Commonwealth of The Bahamas or any notice posted outside the Commonwealth of The Bahamas to an address in the Commonwealth of The Bahamas shall be sent by Air Mail. Any notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent.

16. In the interpretation of these presents words importing persons shall include corporations and vice versa the masculine gender shall include the feminine gender and vice versa words importing the singular number shall include the plural number and vice versa.



# Appendix

# 3

## Architectural Guidelines

The purpose of this document is to contribute to the design of homes and improvements by providing guidance. We hope to ensure that all developments enhance the identity, character and quality of the Sandport community, while meeting individual residential needs.

#### 1. GENERAL DESCRIPTION

- Sandport approves houses to a specific architectural standard known as the Bahamian Colonial Georgian style. All quoted references are indicative only. Equal and comparative products of similar standard and quality to those quoted may be substituted.
- Colonial Georgian style two- and three-story houses are of masonry block and reinforced concrete construction, with reinforced concrete strip foundations, reinforced concrete ground floor slabs, timber joisted upper floors with plywood decks or concrete alternatives, and timber-closed tread staircases with timber painted balustrades and handrails. Single-story houses are not preferred. The Sandport Development Company Limited may require special architectural treatment for these (features and the like) to provide height and “importance”.
- Roof construction comprises timber trusses with ragged cut architectural asphalt shingles on felted plywood sheathing to roof slopes, with galvanized or copper flashings, timber dormer construction where applicable, and insulation to roof spaces.
- Balconies are of wood or reinforced concrete construction with paving finish, wood or steel columns, aluminum or wood balustrades, and painted decorative moldings and trim.
- Houses are air conditioned and connected to electricity, city water, telephone, and sewerage services.
- Some house types have split level living areas. Externally, houses are rendered and painted. Terraces are paved with white cement paving, and hard standing areas are generally provided for motor vehicles.
- It is a feature of Sandport that the houses are not the same as each other. The positions of doors, windows, patios and balconies should differ from those shown in drawings of already constructed houses at Sandport.

#### 2. ENTRANCE DOORS

- Preferably, 1 3/4” (one and three quarter inch) timber paneled entrance doors with painted finish without glass panels.

#### 3. FRENCH DOORS

- Timber-glazed or CGI aluminum-glazed doors in colonial style (muntins required) with paint finish.
- Separate 1 1/8” (one and an eighth inch) thick screen door with paint finish and insect screen.

#### 4. SLIDING GLASS DOORS

- CGI aluminum sliding glass doors or similar, with white finish,

colonial style muntins and sliding insect screens.

#### 5. HARDWARE

- Generally, “Schlage” hardware or similar in polished chrome or anodized aluminum finish.
- Exterior hinges 4” (four inches).
- Generally, stainless steel butts 1 1/2” (one and a half inch) pair per door.
- The corrosive atmosphere so close to salt water should be considered.

#### 6. WINDOWS

- CGI aluminum sash windows in colonial style (with muntins) with white finish and complete with insect screens.
- Please note that only sash windows are approved.

#### 7. SHUTTERS

- Preferably, Bahamas-style shutters or side-folding shutters in timber or aluminum are approved.
- Roll-down shutters will also be approved, and preferably, the whole mechanism should be built into the house structure and not mounted externally.

#### 8. ROOF SHINGLES

- “Celotex Dimensional III” fungus resistant shakes shingles Class ‘A’ fire rated; color - shades of gray.
- Classical wood shakes are also acceptable. Other types with similar appearance may be approved.

#### 9. GUTTERS

- Gutters and down pipes should be applied to all roof edges.

#### 10. EXTERNAL CARPENTRY

- Handrails, porches and the like should be of classical type as seen throughout Sandport.

#### 11. EXTERIOR WALL FINISHES

- Cement Stucco rendering with painted finish.
- The external walls should be decorated with banding or quoins, window features with bands or keystones and the like. Generally, vertical features are preferred to horizontal. In particular, mid floor horizontal bands should be avoided.
- Colors to be approved by Sandport Home Owners Association (SHOA). Paint to be Devoe latex emulsion or equivalent.

#### 12. AIR CONDITIONING

- Air conditioning condensing units should be placed on the roadside and / or canal side of buildings, and not generally along the side boundary to prevent annoyance to neighbors.

### 13. GARDEN

- The owner shall provide a complete garden generally with a grassed lawn front and rear with partial hedge, flowers or fence demarcation of boundary. Landscaping shall be generally as can be seen throughout the project.
- There shall be car parking or carport where appropriate. Carports generally shall not have lock up space built in.
- Beaches are an important feature at Sandyport. Generally, they are owned by the homeowner to preserve privacy rights. However, the beaches must be retained in the site plan.

### 14. GARBAGE

- Under Section 24 of the Second Schedule to the Conveyance, homeowners are responsible for providing a proper place for garbage cans to the style generally adopted at Sandyport. That is, a block-stuccoed and painted garbage can-holder designed to prevent general view of the garbage can(s), or the knocking over of garbage cans by wind, children, dogs and so forth.

### 15. SWALES

- Drainage swales are required under the terms of Sandyport's various approvals with the Ministry of Works, and must be provided by the owner.
- Generally, these consist of a swale along the roadside property conducted through driveways, pathways and the like, and connecting with the swales on adjacent properties. On one side-property boundary, a swale must be provided to the canal.

### 16. UTILITY CONNECTIONS

- Utility connections are the responsibility of the owner. Please consult the SHOA office before making utility connections. All utilities were brought to the lot line or across the road from it by the developer. Generally, underground road crossings have already been provided for each utility.
- Please have your contractor or MM&E specialist or architect verify the location of the crossing during the planning stage.
- Also, it is advisable to provide spare conduits through driveways and paths for additional future connection.
- It is the responsibility of the owner to prepare the road and common area damaged during utility connection.
- City Water: The owner should inform SHOA when ready to connect the water meter.
- Sewerage: At every lot, there is a sewerage standpipe for your plumber to connect. The contractor is to inform SHOA prior to tie in.
- Electricity: The contractor is to coordinate this with BEC, and inform SHOA prior to the beginning of excavation. Harbor lights and streetlights are installed and maintained by SHOA.
- Telephone: The contractor is to coordinate this with BTC.

- Cable TV: The contractor is to coordinate this with Cable Bahamas Ltd.

### 17. SECURITY

- There are special security rules that your contractor will be required to follow for each construction worker he brings into Sandyport, including management. Please obtain the latest list of construction security rules from the SHOA website. The contractor is to contact the SHOA prior to starting a new project, and obtain security clearance for all personnel.

### 18. PRESERVATION OF THE CANALS

- The canal system at Sandyport is a fish and wildlife preserve. The following rules are to be enforced:
  - No fishing
  - Place temporary fencing during construction to prevent littering
  - No water is to be pumped or drained directly into the canals at any time.
  - A sump sand filter must be constructed such that the water first settles in the sump (at least 10 ft. by 10 ft. and 5 ft. deep), and then overflows into the canals by way of a bed of sand (at least 75 cubic ft.).

### 19. EXISTING ARCHITECTURAL FEATURES

- The existence of an unusual architectural feature at Sandyport should not be taken as evidence that it will be approved again. Further, not all owners seek approval for changes, and where these are not significant Sandyport does not always enforce its rights concerning architecture.
- Therefore, the existence of some features on existing houses that do not confirm to the Bahamian Colonial Georgian style should not be taken as evidence that such features will be approved in future.



# Appendix

# 4

## Design Review Procedure

## 1 RELATED CONTROLS

All development within Sandypoint must comply with the codes and regulations of all governing bodies that have jurisdiction in The Bahamas. These Guidelines are to be used in conjunction with the Restrictive Covenants set forth in Appendix 1.

## 2 DESIGN REVIEW PROCESS

Design review approval refers only to adherence to the criteria given in these Guidelines. It does not imply technical design approval of site development, structure, roofs, utilities, mechanical systems or safety requirements, or adherence to jurisdictional codes and regulations.

A design review process has been established to ensure that all development within Sandypoint meets the requirements set forth in these design Guidelines and the other Governing Documents. This review covers initial site planning, architecture, landscaping, exterior lighting and exterior signage, as well as any changes, additions or renovations to any development.

The design review process is divided into two steps:

1. Conceptual Design Review
2. Construction Documents Review

All applications must be submitted in writing to:

Sandypoint Homeowners Association Limited.  
P. O. Box SP 64016  
Sandypoint  
Nassau, Bahamas  
Attention: General Manager

Two sets of drawings must be provided with each submittal.

All drawings for design review approval are to be submitted in a single package and must include the following information:

- Property Owner's name, mailing address, e-mail address, business telephone and home telephone numbers.
- Property number (location of proposed construction).
- Name, mailing address, telephone number & e-mail address of architect or Owner's representative. Any Owner not resident in The Bahamas must appoint a resident representative for the

purposes of these procedures.

- Unless otherwise indicated, all drawings submitted for design review approval shall be drawn at a minimum scale of 1/8th inch to 1 foot.

Denial of design approval requires correction of the reason(s) for denial and resubmittal for approval. Conditional approval allows design or construction to proceed to the next level, subject to the conditions being resolved by the next submittal.

Questions, meetings and informal and partial submittals are encouraged to promote early communication and resolution of issues. However, verbal responses are unofficial and are subject to change in a written response. Verbal responses shall have no binding effect on the General Manager or the Board of Directors, and each Owner acknowledges and agrees that he or she may not rely on any such verbal representations. Only written approvals from the General Manager are official and binding.

A non-refundable design review fee of One Thousand Dollars (\$1,000) is required at the time of construction document review, payable upon application. For dwelling modifications such as extensions the payment shall be \$500.00 per application. For non-dwelling applications such as docks, boats lifts or dock extensions the payment shall be \$250.00 per application.

## 3 SUBMITTAL REQUIREMENTS

### 3.1 CONCEPTUAL DESIGN REVIEW

When the initial design for the project has been prepared, conceptual drawings must be submitted to the General Manager for formal review and approval. This review applies to all new construction, modifications, and additions proposed for a Property and covers conceptual site planning, architecture, landscaping and grading.

The purpose of this conceptual design review is to provide the Owner and his designer with written assurance that the fundamental design is acceptable, before going to the effort and expense of a detailed design. It also provides a clear list of any issues that must be resolved in the next step of project design (construction documents design review).

Two (2) sets of conceptual plans are to be submitted for this review. These plans must include, but are not limited to, the following:

#### Conceptual Site Plan:

- Show all property lines, easements, setbacks.
- Show location of water, sewer and electrical connections and conceptual distribution layout.
- Show all buildings, walls, driveways, walks, pools, patios, atriums, terraces, and any other above-grade development.
- Show dimensions between existing and proposed construction and between proposed construction and nearest property lines.
- Include a vicinity map showing the relationships of this site to the rest of Sandypoint.
- Include details of any proposed dock or similar feature adjoining or adjacent to the water boundary of the Unit (if any).

#### Preliminary Grading Plan:

- Show existing and proposed ground level contours and spot elevations.
- Show slope treatment and drainage concepts.

#### Conceptual Floor Plan(s):

- Show the layout of all rooms, terraces, patios, balconies, decks, garages and any other proposed structures and floor areas.
- Show the Total Building Footprint in square feet.
- Show the conceptual floor level elevation of all floors, terraces, patios and balconies, etc.
- Show all window and door openings, exterior columns, arcades, roof overhangs, patio covers, and any other features that will affect the exterior design of the building.

#### Conceptual Roof Plan:

- Show a plan of all proposed roofs with slope pitches and ridge heights above the adjacent Finished Grade.
- Indicate any non-standard conditions or construction requirements.

#### Conceptual Building Elevations:

- Provide at least two principal exterior elevations of all proposed buildings.
- Show maximum building heights above the adjacent Finished Grade on each elevation drawing.
- Indicate conceptual finish materials, colors and textures under

consideration (including samples and color chips, if requested).

#### Conceptual Building Sections:

- Provide two primary sections through the site and the principal building. These two sections should be located perpendicular to each other.
- Show all significant grade and building height elevations in relation to the Finished Grade.

#### Conceptual Landscape Plan:

- Show planting concept, including locations and types of all plant materials.
- Show hardscape concept, including locations and materials for driveways, walkways, terraces, patios, atriums, walls, fences, planter beds, fountains, trellises and pools.

#### Fence and Wall Plans:

- Show locations, materials, colors and heights in relation to on-site grades.
- Show relationships to walls, fences and grades on adjacent parcels.

#### Other:

- Certificate of the architect, or other appropriate design professional engaged in the design of the project, certifying compliance with all applicable covenants, conditions, restrictions and guidelines.
- Construction site layout plan identifying areas for materials lay down / storage, parking, site accommodation and toilet facilities.
- Such other information as General Manager shall reasonably require.

### 3.2 CONSTRUCTION DOCUMENTS REVIEW

When the final construction drawings and specifications for the project have been prepared, they must be submitted to the General Manager for official review and approval. This review covers all design necessary for construction, including site development, grading, utilities, architecture, landscaping, walls, pools, mechanical equipment, exterior lighting and exterior signage.

The purpose of construction documents design review is to provide the

Owner or developer and his designer with written assurance that the final design is acceptable with respect to satisfying the requirements of these Guidelines, and that any conditions placed on the previous conceptual design approval are resolved. It also provides a clear list of any issues that must be resolved during the construction process.

Two (2) sets of final construction plans are to be submitted for this review. They must contain, but are not limited to, the following:

#### Final Site Plan(s):

- Show final locations of all structures, terraces, patios, atriums, driveways, and walkways, etc., and show dimensions from buildings and paved areas to Setbacks and property lines
- Show water, sewer and electrical connection points and distribution lines.
- Show locations of all above-ground mechanical equipment, including electrical transformers, fuel tanks, water tanks, filtration equipment, backflow preventers, air-conditioning units, and irrigation controllers, etc.

#### Final Grading Plan:

- Show Finished Grade contours and slope treatments.
- Show drainage flows and catchments.

#### Final Architectural Plans:

- Show final floor plans and construction details for all proposed structures.
- Show the final Total Building Area in square feet, and the final floor level elevations of all floors, porches, terraces, patios, balconies, etc.
- Show roof plan with pitch slopes and ridgeline heights.
- Show all final exterior elevations for all proposed buildings, and indicate exterior colors, materials and maximum building heights above the Finished Grade on each elevation drawing.
- Provide two primary sections through the site and principal building, showing building height elevations in relation to the Finished Grade.
- Provide sample board of all exterior colors and materials.
- All Architectural Plans must be signed and sealed by an Architect qualified and licensed to practice in The Bahamas.

#### Final Landscaping, Irrigation and Pool Plans:

- Show type, size and location of all plant materials.
- Show location, materials, colors and construction details for all paved surfaces.
- Show location, materials, colors, heights, sections and construction details for all fences, walls, planters, trellises, gazebos and fountains, etc.
- Show screening treatment for all exterior mechanical equipment and trash collection areas.
- Show landscaping irrigation system, location and type of spray heads, and location of irrigation controllers.
- Show location of pool and pool equipment and plans for drainage.
- Provide samples of exterior materials and colors.

#### Exterior Lighting:

- Show locations, fixture heights, fixture type and type of illumination for all exterior lighting.

#### Exterior Signage:

- Show location and design details for building address.

#### Specifications:

Provide copies of all written specifications for proposed construction, including:

- Site work
- Architecture
- Landscaping and irrigation
- Exterior lighting and signage

No site work or construction shall commence until issuance of written approval of the Construction Documents by the General Manager, and receipt of a valid Building Permit, Insurance certificate and any other permits or approvals required to be obtained from any Governmental Authority having jurisdiction.





# Appendix

# 5

## Construction Activity Regulations

## CONSTRUCTION ACTIVITY REGULATIONS

Property Owners and their Contractors are required to fully comply with these regulations:

### PRE-CONSTRUCTION

- Construction approval must be obtained in writing from the Sandport General Manager.
- One (1) complete set of the Ministry of Works approved Construction Plans including a valid Building Permit must be provided to the General Manager
- A pre-construction meeting must be held between the contractor, the General Manager and the Sandport security manager to discuss construction scheduling and regulations. It is the contractor's responsibility to communicate to and ensure that all of his employees and sub-contractors act in accordance with the construction regulations
- At the beginning of construction, the foundations for all proposed development within the Building Envelope Area must be staked and surveyed by a land surveyor qualified and registered to practice in the Bahamas. A certified copy of this survey must be submitted to the General Manager for verification of approval before continuing with construction.
- Proof of comprehensive Builders' risk insurance to limits of cover reasonably acceptable to the General Manager, and listing the Declarant and the Association as additional insured.
- Payment of the building fee for new dwellings in the amount of \$2,500.00.

### DURING CONSTRUCTION

- All construction must be built according to approved plans.
- A copy of the signed construction authorization document and the approved construction drawings must be kept at the construction site at all times.
- Construction activity is permitted only between 7:30 a.m. and 5:00 p.m. on Mondays through Friday. No construction is allowed on Saturdays, Sundays or Public Holidays. Any construction activity considered a nuisance can be stopped by Security and workers may be asked to leave.
- All work must be done in a safe and orderly manner. The contractor and Owner shall be responsible for the safe and clean operation of the site.
- The contractor is responsible for avoiding damage and making

full repairs to any Common Areas, developed or undeveloped properties, streets, sidewalks, utilities, lighting, signage and/or landscaping in the vicinity of the construction site.

- Grading and construction activity may not adversely impact adjacent Properties, Common Areas, or Private Amenities.
- Steps must be taken to control dust, water runoff and soil erosion, and protect designated plants, natural features, adjacent Properties, Common Areas or adjacent Private Amenities.
- Contaminated water runoff will be required to pass through a sedimentation process prior to discharge to any outflow or watercourse.
- Children and other people not working on the project are not permitted on the site.
- The Contractor is responsible to effectively prevent unauthorized access to the site or building by fencing the site or blocking access to the building under construction.
- All materials on site shall be stored in a safe and tidy manner. No materials are to be stored within the Setbacks of any property. In the event of a forecast tropical storm and/or hurricane the contractor will be required to secure any construction material which could be hazardous to the neighboring properties and the community in general.
- All design changes in the field must be submitted to the General Manager for approval.
- Spot inspection may be conducted by the General Manager to verify that construction is in conformance with the approved plans.
- Forthwith upon completion of construction and prior to any occupation the owner is to submit to the General Manager a copy of the occupancy certificate issued by the Ministry of Works.

### AUTHORITY TO STOP WORK

- If any of the construction practices set forth in the above are not followed by the contractor, the General Manager has the authority to stop work until all procedures and practices are in full compliance.

### LIMIT OF WORK AREA

- All construction activity must be fully contained within the boundary lines of the property. No work areas, trash areas, storage, unloading, parking or support activities may occur on adjacent properties, streets or open areas, unless specific permission is obtained in writing from the General Manager. All

construction debris is to be deposited in a dumpster with a cover which effectively contains debris stored within. The dumpster is to be emptied periodically, before the debris reaches the top of the dumpster. All garbage, specifically construction workers' left over food, is to be removed from the construction site on a daily basis.

- Contractor must ensure that the site is kept free of rodents. Proof of regular pest control schedule may be requested from the contractor. Failure to comply can result in the site closure.
- If the contractor fails to keep all construction activities confined to permitted areas, the General Manager has the right to stop the work, have the site made safe, construction materials and equipment removed, and charge the Owner with the cost incurred in enforcing any compliance with the regulations.

#### WORK ACCESS AND PARKING

- Permission for access to the construction site must be obtained from the General Manager. The Contractor is responsible to provide a list of all workers and sub-contractors employed on a specific project and ensure that the workers can provide proof of identification upon entering Sandyport if requested by Security. Any person who refuses to submit identification will be denied access.
- Construction workers and equipment access may be limited to specific routes to the site, as determined by the General Manager.
- Permission for parking of all construction and personal vehicles must be obtained from the General Manager.

#### WORK AREA SERVICES

- The Owner and his contractor, is responsible for co-ordinating with the respective agencies for all utilities services connections including, but not limited to, the following: Water meter, Temporary and permanent power, Sewage system, Telephone & Cable TV.
- The Owner and his contractor, must provide temporary on-site toilet facilities for construction crews. These facilities must be cleaned and serviced regularly.
- No construction workers may be housed on the construction site.
- No food services are permitted on site, unless specifically approved by the General Manager.

#### VACANT LOTS & BUILDINGS UNDER CONSTRUCTION

- Owners of vacant lots or incomplete construction sites should study the terms of the Restrictive Covenants and inform their contractors accordingly.
- No building or other structure shall remain unfinished for more than 1 (one) year after construction has commenced.
- In accordance with the License Agreement, the Licensee shall be liable "to pay all costs and expenses (including attorney's fees) incurred by the Licensor for the purpose of or incidental to the preparation and service of a notice requiring the Licensee to remedy a breach of any covenants or conditions on the part of the Licensee contained herein."
- No burning or incineration of any trash, garbage, garden cuttings or other rubbish is permitted on any lot. No trash, garbage or other rubbish may accumulate on any lot, otherwise than in a container or containers provided for the purpose by the owner. These may not ordinarily be visible from the street or waterways.
- If after 30 (thirty) days' notice the owner fails or refuses to keep his lot free of refuse piles or other unsightly objects, then the Association may enter upon the lot and remove the same. This will be at the expense of the owner, and such entry will not constitute a trespass.
- No trailer, boat, recreational vehicle, tent, tree house, or other similar out-building structure - or article - may be placed temporarily or permanently on any lot at any time, that is not adequately screened so that is not ordinarily visible from the street or waterways.
- No Owner may allow any structure on his lot to fall into a state of disrepair, nor allow weeds, underbrush or unsightly growth to remain it. All garden areas must be landscaped, groomed and maintained in a reasonable manner. All walls, roofs, and other structures whatsoever must be properly painted and decorated in keeping with the high standards of the Sandyport Development as a whole.
- If an Owner fails to maintain his structure or landscaping after notice in writing, then the Association may enter upon the lot and undertake necessary repairs or landscaping. This will be at the expense of the owner, and such entry will not constitute a trespass.



# Appendix

# 6

**Water Conservation**

## WATER CONSERVATION

Water is always scarce on an island like New Providence, especially since there are no real rivers and we rely on rain and scarce aquifers. Every one of us must do everything we can to use water sparingly. Here are over 100 tips to get you started. If you have fresh ideas, please let your Association know.

### IN THE KITCHEN

- Some refrigerators, air conditioners and ice-makers are cooled with wasted flows of water. Consider upgrading with air-cooled appliances for significant water savings.
- If your dishwasher is new, cut back on rinsing. Newer models clean more thoroughly than older ones.
- For cold drinks keep a pitcher of water in the refrigerator instead of running the tap. This way, every drop goes down you and not the drain.
- Use the garbage disposal sparingly. Compost vegetable food waste instead and save gallons every time.
- Wash your fruits and vegetables in a pan of water instead of running water from the tap.
- Collect the water you use for rinsing fruits and vegetables, then reuse it to water houseplants.
- Throw trimmings and peelings from fruits and vegetables into your yard compost to prevent using the garbage disposal.
- Don't use running water to thaw food. Defrost food in the refrigerator for water efficiency and food safety.
- When washing dishes by hand, don't let the water run while rinsing. Fill one sink with wash water and the other with rinse water.
- Soak pots and pans instead of letting the water run while you scrape them clean.
- Install an instant water heater near your kitchen sink so you don't have to run the water while it heats up. This also reduces energy costs.
- When washing dishes by hand, fill the sink basin or a large container and rinse when all of the dishes have been soaped and scrubbed.

### LAUNDRY SAVINGS

- When buying new appliances, consider those that offer cycle and load size adjustments. They're more water and energy efficient.
- Compare resource savings among clothes washers. Some of these

can save up to 20 gallons per load, and energy too.

- Run your clothes washer and dishwasher only when they are full. You can save up to 1,000 gallons a month.
- When doing laundry, match the water level to the size of the load.
- Washing dark clothes in cold water saves both on water and energy while it helps your clothes to keep their colors.

### USE THE BATHROOM WISELY

- Turn off the water while brushing your teeth and save 25 gallons a month.
- Turn off the water while you wash your hair to save up to 150 gallons a month.
- Turn off the water while you shave and save up to 300 gallons a month.
- To save water and time, consider washing your face or brushing your teeth while in the shower.
- When you are washing your hands, don't let the water run while you lather.
- If your shower fills a one-gallon bucket in less than 20 seconds, replace the showerhead with a water-efficient model.
- Shorten your shower by a minute or two and you'll save up to 150 gallons per month.
- Use a water-efficient showerhead. They're inexpensive, easy to install, and can save you up to 750 gallons a month.
- Keep a bucket in the shower to catch water as it warms up or runs. Use this water to flush toilets or water plants.
- When running a bath, plug the tub before turning the water on, then adjust the temperature as the tub fills up.
- Bathe your young children together.
- Upgrade older toilets with water efficient models.
- Put food coloring in your toilet tank. If it seeps into the toilet bowl without flushing, you have a leak. Fixing it can save up to 1,000 gallons a month.
- If your toilet flapper doesn't close after flushing, replace it.
- Drop your tissue in the trash instead of flushing it and save water every time.
- If your toilet was installed before 1992, reduce the amount of water used for each flush by inserting a displacement device in the tank.

### WATERWISE GARDENING

- If you accidentally drop ice cubes when filling your glass from

the freezer, don't throw them in the sink. Drop them in a house plant instead.

- For hanging baskets, planters and pots, place ice cubes under the moss or dirt to give your plants a cool drink of water and help eliminate water overflow.
- When you have ice left in your cup from a take-out restaurant, don't throw it in the trash, dump it on a plant.
- Adjust your lawn mower to a higher setting. A taller lawn shades roots and holds soil moisture better than if it is closely clipped.
- If installing a lawn, select a turf mix or blend that matches your climate and site conditions.
- When the kids want to cool off, use the sprinkler in an area where your lawn needs it the most.
- Wash your car on the lawn, and you'll water your lawn at the same time.
- Let your lawn go dormant during the summer. Dormant grass only needs to be watered every three weeks or less if it rains.
- Aerate your lawn at least once a year so water can reach the roots rather than run off the surface.
- Choose shrubs and groundcovers instead of turf for hard-to-water areas such as steep slopes and isolated strips.
- Plant in the fall when conditions are cooler and rainfall is more plentiful.
- Reduce the amount of lawn in your yard by planting shrubs and ground covers appropriate to your site and region.
- Group plants with the same watering needs together to avoid overwatering some while underwatering others.
- Next time you add or replace a flower or shrub, choose a low water use plant for year-round landscape color and save up to 550 gallons each year.
- Consult with your local nursery for information on plant selection and placement for optimum outdoor water savings.
- Use a minimum amount of organic or slow release fertilizer to promote a healthy and drought tolerant landscape.
- Plant with finished compost to add water-holding and nutrient-rich organic matter to the soil.
- Spreading a layer of organic mulch around plants retains moisture and saves water, time and money.
- Use a layer of organic material on the surface of your planting beds to minimize weed growth that competes for water.
- Leave lower branches on trees and shrubs and allow leaf litter to accumulate on the soil. This keeps the soil cooler and reduces evaporation.
- Install a rain sensor on your irrigation controller so your system won't run when it's raining.

- Use drip irrigation for shrubs and trees to apply water directly to the roots where it's needed.
- Remember to check your sprinkler system valves periodically for leaks and keep the sprinkler heads in good shape.
- Learn how to shut off your automatic watering system in case it malfunctions or you get an unexpected rain.
- Use sprinklers that deliver big drops of water close to the ground. Smaller water drops and mist often evaporate before they hit the ground.
- Catch water in an empty tuna can to measure sprinkler output. One inch of water on one square foot of grass equals two-thirds of a gallon of water.
- Use a broom instead of a hose to clean your driveway and sidewalk and save water every time.
- Walkways and patios provide space that doesn't ever need to be watered. These useful "rooms" can also add value to your property.
- Wash your pets outdoors in an area of your lawn that needs water.
- When you give your pet fresh water, don't throw the old water down the drain. Use it to water your trees or shrubs.
- Trickling or cascading fountains lose less water to evaporation than those spraying water into the air.
- Adjust sprinklers so only your lawn is watered and not the house, sidewalk, or street.
- Water your lawn and garden in the morning or evening when temperatures are cooler to minimize evaporation.
- If water runs off your lawn easily, split your watering time into shorter periods to allow for better absorption.
- Check the root zone of your lawn or garden for moisture before watering using a spade or trowel. If it's still moist two inches under the soil surface, you still have enough water.
- Use sprinklers for large areas of grass. Water small patches by hand to avoid waste.
- Collect water from your roof to water your garden.
- Rather than following a set watering schedule, check for soil moisture two to three inches below the surface before watering.
- Don't water your lawn on windy days when most of the water blows away or evaporates.
- Water your plants deeply but less frequently to encourage deep root growth and drought tolerance.
- To decrease water from being wasted on sloping lawns, apply water for five minutes and then repeat two to three times.
- Use a trowel, shovel, or soil probe to examine soil moisture depth. If the top two to three inches of soil are dry it's time to water.

- Direct water from rain gutters and HVAC systems toward water-loving plants in the landscape for automatic water savings.
- One more way to get eight glasses of water a day is to re-use the water left over from cooked or steamed foods to start a scrumptious and nutritious soup.
- Set a kitchen timer when watering your lawn or garden to remind you when to stop. A running hose can discharge up to 10 gallons a minute.
- Water only when necessary. More plants die from over-watering than from under-watering.
- Adjust your watering schedule each month to match seasonal weather conditions and landscape requirements.
- Apply water only as fast as the soil can absorb it.

### LESS WATER FOR THE POOL

- Install covers on pools and spas and check for leaks around your pumps.
- If you have an automatic refilling device, check your pool periodically for leaks.
- Avoid recreational water toys that require a constant flow of water.
- Use a grease pencil to mark the water level of your pool at the skimmer. Check the mark 24 hours later to see if you have a leak.
- Make sure your swimming pools, fountains, and ponds are equipped with recirculating pumps.
- When backflushing your pool, consider using the water on your landscaping.

### LIFESTYLE MATTERS

- When cleaning out fish tanks, give the nutrient-rich water to your plants.
- Designate one glass for your drinking water each day or refill a water bottle. This will cut down on the number of glasses to wash.
- Teach your children to turn off faucets tightly after each use.
- Use a commercial car wash that recycles water.
- Encourage your school system and local government to develop and promote water conservation among children and adults.

### BE A WATER BOSS

- Monitor your water meter for unusually high use. Your bill and water meter are tools that can help you discover leaks.

- Make sure there are water-saving aerators on all of your faucets.
- When you save water, you save money on your utility bills too. Saving water is easy for everyone to do.
- Winterize outdoor spigots when temperatures dip below freezing to prevent pipes from leaking or bursting.
- Insulate hot water pipes for more immediate hot water at the faucet and for energy savings.
- Make suggestions to your employer about ways to save water and money at work.
- Use a hose nozzle or turn off the water while you wash your car. You'll save up to 100 gallons every time.
- Setting cooling systems and water softeners for a minimum number of refills saves both water and chemicals, plus more on utility bills.
- Listen for dripping faucets and running toilets. Fixing a leak can save 300 gallons a month or more.
- Have your plumber re-route your gray water to trees and gardens rather than letting it run into the sewer line.
- We're more likely to notice leaks indoors, but don't forget to check outdoor faucets, sprinklers and hoses for leaks.
- Grab a wrench and fix that leaky faucet. It's simple, inexpensive, and you can save 140 gallons a week.
- Know where your master water shut-off valve is located. This could save water and prevent damage to your home.
- Use a rain gauge, or empty tuna can, to track rainfall on your lawn. Then reduce your watering accordingly.

### BE SOCIALLY RESPONSIBLE

- Support projects that use reclaimed wastewater for irrigation and industrial uses.
- Share water conservation tips with friends and neighbors.
- Report broken pipes, open hydrants and errant sprinklers to the property owner or your water provider.
- While staying in a hotel or even at home, consider reusing your towels.
- Look for products bearing the EPA WaterSense Label for items that been certified to save 20% or more without sacrificing performance.