



# *Bahama Terrace Yacht & Country Club Section 1*

## RESTRICTIONS AND STIPULATIONS

1. **WASTE.** No earth closet or open pit toilet or cesspit whatsoever shall be erected or maintained or be suffered by the Purchaser to be erected or maintained upon any lot but nothing shall prevent or preclude the use of septic tanks or any normally accepted sewage disposal system.
2. **TEMPORARY BUILDINGS.** No temporary structure of any kind (except only a workshop or workshed required temporarily in connection with building operations) including any tent or trailer or other structure upon wheels used for sleeping accommodation shall be set up erected or suffered to rest or remain upon any lot.
3. **WELLS.** No well for the drawing or taking of water shall be bored, dug or sunk upon any lot in the said Subdivision at a less distance than fifty (50) feet from any septic tank or sewerage disposal system upon any lot including a neighboring lot.
4. **SETBACK REQUIREMENTS.** No building or structure including porches or projections of any kind shall be so rendered that any part of the same is less in distance than twenty-five (25) feet from any street or road unto which the same fronts or fifteen (15) feet from any street or road running parallel with the side of such building or structure or which is less in distance than ten (10) feet from any other boundary of any lot including a neighboring lot.
5. **ANIMALS.** No swine cows horses poultry wild animals or any objectionable animal bird or insect or other creature shall be kept or be suffered to remain upon any lot but a domestic cat or dog shall not be deemed to be an objectionable animal.
6. **DUMPING.** No lot shall be used as a dumping or refuse ground or place for the accumulation of garbage trash or other deleterious or waste matter.
7. **NUISANCE.** Nothing shall be done or be caused or suffered to be done upon any lot which may be or become a nuisance or annoyance to the owners of adjoining lots.
8. **UNLAWFUL USE.** No unlawful immoral or objectionable use shall be made of any lot or any structure standing or resting upon any lot.
9. **NON-PERMITTED USES.** No part of the land which is not used as or which does not form part of a canal or roadway or a beach shall be otherwise than for the erection thereon (a) of single detached private dwelling houses each for occupation by one family unit or (b) of apartment houses each containing two or more separate dwellings each dwelling being for occupation by one family unit or (c) of a hotel or hotels or (d) of a clubhouse or clubhouses or (e) of a restaurant or restaurants, café or cafés or (f) as a marina for use by seagoing vessels or (g) as an open space or park or public gardens or (h) as a place of water reserve or (j) as a motor vehicle parking place or partly for another or more of such purposes.
10. Except that the Purchaser may subject to approval by the Vendor include a limited number (at all times to be approved by the Vendor) of retail shops to form part of any hotel which may be constructed and thereafter to operate or allow such shops to be operated in connection with such hotel no part of the land shall be used for any trade commerce manufacture or business whatsoever save the business of hotel management clubhouse management restaurant or café management marina management or motor vehicle park management.
11. **APPROVAL OF PLANS.** No structure whatsoever shall be erected or maintained upon the land or any part thereof the elevation plans for which accompanied by particulars of the sewage disposal system the type or style of proposed construction and the type of basic materials intended to be used in such construction shall not first have been submitted in writing to the Vendor and have been approved at the Purchaser's expense by the Vendor's surveyor to be evidenced by a certificate under the hand of the surveyor. Provided always that if a Purchaser having provenly submitted such plans and description aforesaid shall not within twenty-one (21) days of submitting the same have received from the Vendor or from the Vendor's surveyor an objection thereto in writing then such plans shall be deemed to have been approved by the Vendor.

12. **APPROVAL OF PLANS.** No alteration or addition whatsoever shall be made to any existing structure whatsoever built upon any land except with the approval in writing of the Vendor's surveyor first had and obtained at the expense of the Purchaser and which surveyor may require plans and specifications of the proposed alteration or addition to be submitted to him. Provided always that if a Purchaser having provenly submitted such plans and specifications aforesaid shall be deemed to have been approved by the Vendor.
  
13. **SIGNAGE.** No sign billboard or other advertising medium or device of any kind shall be set up erected or displayed upon any land or upon any structure upon any land without the prior permission in writing of the Vendor first had and obtained which permission shall not be unreasonably withheld or refused in the case of a sign billboard or other advertising medium or device which is reasonably in point of size makeup taste and style having regard to the building or area to which it is intended to refer or to be used or affirmed.