

Bahama Terrace Yacht & Country Club Section II

RESTRICTIONS AND STIPULATIONS

PART ONE

Definitions, Restrictions and Stipulations of general application to all and each part of the land respectively coloured blue, yellow and pink upon the recorded plat of "Bahama Terrace Yacht and Country Club, Section Two".

1. **DEFINITIONS.** The following words shall have the following meanings:
"A Lot" or "Any Lot" means a lot or any lot shown "platted" on the plan and includes a part of a lot or a combination of lots.

"The Vendor" means The Grand Bahama Port Authority, Limited or any assigns or other successor in title of it.

"The Purchaser" means Venice-In-The-Bahamas Limited and any assigns or other successors in title of it including any lot sub-purchaser from it and (where the context so admits) an owner for the time being of any structure upon any lot.
2. **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.
3. **TEMPORARY BUILDINGS.** No temporary structure of any kind (except only a workshop or workshed required temporarily in connection with building operations) including 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.
4. **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.
5. **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 (20) 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.
6. **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.
7. **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.
8. **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.
9. **UNLAWFUL USE.** No unlawful immoral or objectionable use shall be made of any lot or any structure standing or resting upon any lot.
10. **OFF-STREET PARKING.** No dwelling unit that does not provide off street car parking on the basis of one (1) parking space per dwelling unit from a driveway access shall be built on any lot of land in the said Subdivision. Such driveway shall not be greater than Twenty (20) feet nor less than Ten (10) feet in width. No driveway access shall be nearer than Thirty (30) feet from a road intersection.

PART TWO

Restrictions and Stipulations additionally to those contained in Part I affecting the land coloured blue upon the recorded plat of "Bahama Terrace Yacht and Country Club, Section Two".

1. **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 of a single detached private dwelling house for occupation by one family unit and no profession trade business manufacture or commerce whatsoever including the business of a hotel guest or boarding or lodging house proprietor or apartment house keeper or operator shall be exercised or carried on or be suffered by the Purchaser to be exercised or carried on upon any lot.
2. There shall not be erected or having been erected there shall not be maintained or be suffered by the Purchaser to be erected or maintained upon any lot any structure whatsoever in relation to which all and each one of the undermentioned requirements shall not have been and continue at all time to be observed and fulfilled namely:-
 - (a) That such structure is intended for and is at all times used as a single detached private dwelling house with normal and usual outbuildings and appurtenances and for occupation by one family unit.
 - (b) The exterior plans for which showing the proposed location upon the particular lot of the dwelling house itself, its appurtenant structures (if any) and the sewage disposal system thereof describing the type or style of the proposed construction and the type of basic materials intended to be used in such construction shall 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 such surveyor. Provided Always that if a Purchaser having provenly submitted such plans and descriptions aforesaid shall not within Thirty (30) 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.
 - (c) That such dwelling house including any annexes thereto providing accommodation for guests or servants shall have an interior floor plan measurement of not less than Twelve Hundred (1,200) square feet excluding as interior floor measurement the floor area of any garage carport porch courtyard patio or terrace.
3. **DENSITY.** Not more than one (1) private dwelling house with approved annexes or outbuildings or appurtenances shall be erected upon any lot provided always that nothing shall prevent more than one (1) lot being sold to a purchaser who may combine or unify such lots for the purpose of erecting one (1) dwelling house with approved outbuilding and appurtenances to occupy the combination of such lots.
4. **APPROVAL OF PLANS.** No alteration or addition whatsoever shall be made to any existing structure upon any lot be the same the dwelling house itself or an annex outbuilding or appurtenance thereof without 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 not within Thirty (30) 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.
5. **SIGNAGE.** No sign billboard hoarding or other advertising medium or device (other than a sign to be affixed on the front door of a dwelling house and upon the front entrance gate featuring the name or a street number of such dwelling house) of any kind shall be set up erected or displayed upon any lot or upon any structure upon any lot.

PART THREE

Restrictions and Stipulations additionally to those contained in Part I affecting the land coloured pink upon the recorded plat of "Bahama Terrace Yacht and Country Club, Section Two".

1. **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 of a single detached private dwelling house for occupation by one family unit and no profession trade business manufacture or commerce whatsoever including the business of a hotel guest or boarding or lodging house proprietor or apartment house keeper or operator shall be exercised or carried on or be suffered by the Purchaser to be exercised or carried on upon any lot.
2. Except that the Purchaser may be 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 club, house management restaurant or cafe management marina management or motor vehicle park management.
3. **APPROVAL OF PLANS.** No structure whatsoever shall be erected or maintained upon the land or any part thereof until the elevation plans for which accompanied by the particulars of the sewage disposal system the type or style of the 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 such surveyor. Provided always that if a Purchaser having provenly submitted such plans and description aforesaid shall not within Thirty (30) 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.
4. **APPROVAL OF PLANS.** No alteration or addition whatsoever shall be made to any existing structure whatsoever built upon the land any lot 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 not within Thirty (30) 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.
5. **SIGNAGE.** No sign billboard hoarding 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 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 hoarding or other advertising medium or device which is reasonable in point of size makeup taste and style having regard to the building or area to which it is intended to refer or be used or affixed.
6. The maximum number of hotel bedrooms which may be built shall not exceed Twenty-five (25) bedrooms per lot.

PART FOUR

Restrictions and Stipulations additionally to those contained in Part I affecting the land coloured pink upon the recorded plat of "Bahama Terrace Yacht and Country Club, Section Two".

1. **NON-PERMITTED USES.** No part of the land may be used otherwise than as a site or sites for the erection of an apartment house or apartment houses each containing a maximum of Six (6) dwelling units per lot.
2. **NON-PERMITTED USES.** No apartment house erected upon the land shall at any time be used otherwise than for strictly private residential purposes.
3. There shall not be erected or having been erected there shall not be maintained or be suffered by the Purchaser to be erected or maintained upon any land any structure whatsoever in relation to which all and each one of the undermentioned requirements shall not have been and continue at all times to be observed and performed, namely:-
 - (a) that such structure is intended for and is at all times used only as an apartment house containing under one common roof a maximum of Six (6) dwellings for occupation by one family unit.

- (b) The exterior plans for which showing the proposed location upon the particular lot of such structures and all appurtenant structures and the sewage disposal system thereof and describing the type of basic materials intended to be used in such construction shall 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 such surveyor. Provided always that if a Purchaser having provenly submitted such plans and descriptions aforesaid shall not within Thirty (30) 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.
4. **APPROVAL OF PLANS.** No alteration or addition whatsoever shall be made to any existing structure built upon the land any lot without 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 and addition to be submitted to him. Provided always that if a Purchaser having provenly submitted such plans and specifications aforesaid shall not within Thirty (30) 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.
5. **SIGNAGE.** No sign billboard hoarding or other advertising medium or device whatsoever (other than a sign to be affixed on the front door of any apartment in an apartment house featuring the name or a number of such apartment) shall be set up or erected or displayed upon any part of the land or upon any structure erected upon such land.

PART FIVE

Restrictions and Stipulations additionally to those contained in Part I affecting the land coloured pink upon the recorded plat of "Bahama Terrace Yacht and Country Club, Section Two".

1. **APPROVAL OF PLANS.** Where the said hereditaments about a canal, waterway, or yacht basin not at any time to erect or build or cause to be erected or built any landings docks piers and moorings serving the said hereditaments except in accordance with plans and specifications therefor which shall first have been approved in writing by the Vendor or its assigns.
2. Where the said hereditaments about a canal, waterway, or yacht basin the aid hereditaments shall not be increased in size by filling in the said canal, waterway, or yacht basin on which they abut.
3. **APPROVAL OF PLANS.** Not at any time to erect or build or cause to be erected or built on the said hereditaments or any part or parts thereof any building structures or erections whatsoever except conformably to plans elevations and specifications which shall first have been approved in writing in accordance with the restrictions and stipulations set out in the Second Schedule hereto and by the Vendor and its assigns. The expression "the Vendor or its assigns" in the foregoing shall mean the Venice-In-The-Bahamas Limited or any Company Corporation or association or persons to whom the benefit of the restrictions and stipulations set out in this Schedule shall be assigned.

PART SIX

Restrictions and Stipulations additionally to those contained in Part I affecting the land coloured orange upon the recorded plat of "Bahama Terrace Yacht and Country Club, Section Two".

1. **NON-PERMITTED USES.** No part of the land may be used otherwise than as a site or sites for the erection of an apartment house or apartment houses each containing a maximum of Forty-eight (48) habitable rooms per acre and under in proportion of lots of less than One (1) acre per area.
2. **NON-PERMITTED USES.** No apartment house erected upon the land shall at any time be used otherwise than for strictly private residential purposes.
3. There shall not be erected or having been erected there shall not be maintained upon the land any structure whatsoever in relation to which all and each of the undermentioned requirements shall not have been and

continue at all times to be observed and performed, namely: -

- (a) That such structure is intended for and is at all times used only as an apartment house containing under one common roof a maximum of Forty-eight (48) habitable roof per acre.
 - (b) The exterior elevation plans for which showing the location upon the particular lot of such structures and all appurtenant structures and the sewage disposal system thereof and describing the type of basic materials intended to be used in such construction shall 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 such surveyor. Provided always that if a Purchaser having provenly submitted such plans and descriptions aforesaid shall not within Thirty (30) 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.
4. **APPROVAL OF PLANS.** No alteration or addition whatsoever shall be made to any existing structure built upon the land without 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 and addition to be submitted to him. Provided always that if a Purchaser having provenly submitted such plans and specifications aforesaid shall not within Thirty (30) 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.
 5. **SIGNAGE.** No sign billboard hoarding or other advertising medium or device whatsoever (other than a sign to be affixed on the front door of any apartment in an apartment house featuring the name or a number of such apartment) shall be set up or erected or displayed upon any part of the land or upon any structure erected upon such land.

PART SEVEN

Restrictions and Stipulations additionally to those contained in Part I affecting the land colored dark blue upon the recorded plat of "Bahama Terrace Yacht and Country Club, Section Two".

1. **NON-PERMITTED USES.** No part of the land may be used otherwise than as a site or sites for the erection of a maximum of Twenty-three (23) single family condominium units.
2. **NON-PERMITTED USES.** No condominium erected upon the land shall at any time be used otherwise than for strictly private residential purposes.
3. There shall not be erected or having been erected there shall not be maintained or be suffered by the Purchaser to be erected or maintained upon the land any structure whatsoever in relation to which all and each of the undermentioned requirements shall not have been and continue at all times to be observed and performed, namely:
 - (a) That such structure is intended for and is at all times used only as a single a family condominium unit.
 - (b) The exterior elevation plans for which showing the location upon the particular lot of such structures and all appurtenant structures and the sewage disposal system thereof and describing the type of basic materials intended to be used in such construction shall 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 such surveyor. Provided always that if a Purchaser having provenly submitted such plans and descriptions aforesaid shall not within Thirty (30) 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.
4. **APPROVAL OF PLANS.** No alteration or addition whatsoever shall be made to any existing structure built upon the land without 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 and addition

to be submitted to him. Provided always that if a Purchaser having provenly submitted such plans and specifications aforesaid shall not within Thirty (30) 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.

5. **SIGNAGE.** No sign billboard hoarding or other advertising medium or device whatsoever (other than a sign to be affixed on the front door of any single family condominium featuring the name or a number of such condominium) shall be set up or erected or displayed upon any part of the land or upon any structure erected upon such land.