

THE REGISTERED LAND ACT
SUBDIVISION PLAN REGISTRATION SECTION CONSEJO ROAD S.E.,
PARCEL 172 ENTRY NO. 17476 AND ENTRY NO. 17531 REG. NO. 35

CONSEJO LANDINGS LTD.

REGISTRATION SECTION	BLOCK	PARCEL
CONSEJO ROAD S.E.	1	_____

THIS IS TO CERTIFY that as the Developer and Purchaser of the abovementioned property, we hereby agree to the registration of the following covenants against this property which shall remain as an irrevocable restriction.

CONSEJO LANDINGS LTD. RESTRICTIONS AND COVENANTS

PURPOSE

The Restrictions and Covenants are intended to be reasonable restrictions upon the Owner's use of the properties in order to:

- a) Preserve the values of the Owner's properties and the improvements placed therein.
- b) Preserve and enhance, now and in the future, the attractiveness and desirability of the development and the Owner's properties.

1. Land use:

- 1.1. All land, except Lots #2, #4, #23 and #73 to #79, shall be used exclusively for residential purposes and shall not be used for business, professional or other similar activity.
- 1.2. No lot shall be subdivided or have property lines altered.

2. Developer requirements:

- 2.1. Owners shall obtain Central Building Authority approvals and permits prior to all residential construction.
- 2.2. Owners shall provide copies of the approved architectural drawings and permits to the Developer prior to all residential construction.
- 2.3. Owners shall ensure that contractors and subcontractors utilized for construction are registered with the Government of Belize Department of General Sales Tax, Government of Belize Department of Income Tax and Social Security.

3. Architectural requirements:

- 3.1. Owners shall require architects to conform to the following residential design requirements:
 - 3.1.1. Buildings on Lots #1 to #8 shall be limited to a single story.
 - 3.1.2. Buildings shall be limited to a maximum of 2 stories on all lots with the exception of Lot #23 and Lots #73 to #79.
 - 3.1.3. Buildings shall be constructed of structural concrete and concrete building materials.
 - 3.1.4. Buildings must be supported by an engineered pile foundation.

3.1.5. Buildings on Lots #1 to #8 must be a minimum of 1,600 Ft² in size under roof.

3.1.6. Buildings on Lots #10 to #22 and Lots #24 to #37 must be a minimum of 1,500 Ft² in size under roof.

3.1.7. No building shall be constructed closer than twenty feet from any lot line, except if owner is building on two adjacent lots and is in compliance with all other rules governing building.

4. **Construction:**

4.1. Once an Owner has commenced construction, such Owner shall diligently pursue the project to completion. The Owner or Owner's Builder shall complete all work within eighteen (18) months from the date of commencement. If the Owner does not complete the project within the required time, the incomplete work shall be deemed to be non-conforming and shall be subject to enforcement action by the Developer or any aggrieved owner.

4.2. Owners shall ensure that construction activities will be limited to normal hours (7:00 am to 5:00 pm) Monday through Saturday on a weekly basis.

4.3. Owners shall ensure that the Owner's Builder maintain on site washroom facilities and an organized tidy worksite during construction.

4.4. Owners shall ensure that any ancillary damages to the development by their chosen contractors and subcontractors are repaired at their cost.

4.5. Owners shall allow the Developer unrestricted access to property during the construction period to ascertain that Central Building Authority approved drawings are adhered to.

5. **Maintenance and Repair:**

- 5.1. All grounds, fences and buildings shall be kept in a state of repair.
- 5.2. Developed lots and all development thereon shall be kept in good condition and not be allowed to become dilapidated. In the event that such occurs, it is agreed that the developer or any other owner can undertake the clean-up of an abandoned property and may demolish structures that are certified as unsafe by the Central Building Authority or any Belize Government department with jurisdiction for housing inspection. The cost of conducting such clean-up or improvement of the land or demolition of structures shall be for the account of the land owner whose property is unkept and said owner is to reimburse the developer or any other owner for any and all cost incurred associated with the cleanup including legal cost.
- 5.3. Any and all improvements on a lot shall remain the sole responsibility of the lot owner.
- 5.4. Owners shall be responsible for maintaining, improving and repairing their private driveway.
- 5.5. The maintenance of any reserve directly abutting the Lot shall be the responsibility of the Owner.

6. **Pets and other Animals:**

- 6.1. Owners or other occupants of a lot may keep outside a maximum of two dogs and two cats, or other usual and common household pets within the residence.
- 6.2. No one shall permit any pet, animal, or livestock to roam free, make objectionable noise, or endanger the health and safety of, or constitute a

nuisance or inconvenience to, the Owners or other occupants of other residences.

6.3. No animal shall be kept, bred or maintained within the Lot for any commercial purposes.

6.4. In the eventuality of repeated and willful violations by an Owner, the Developer may permanently restrain and enjoin the Owner from keeping said animal(s) on the Owner's premises.

6.5. Every pet owner shall be strictly responsible for the behavior of such owner's pet, including, for example, any excessive barking, any damage to property or injury to Persons caused by such pet, and shall indemnify, defend, and hold the Developer and every other owner or occupier of a lot completely free and harmless from and against any and all damage or injury.

7. Owner's Environment:

7.1. Each Owner shall prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on his Lot which tends to substantially decrease the beauty of the neighborhood as a whole or in the specific area.

7.2. All outdoor clothes poles, clothes lines and other facilities for drying or airing of clothing or household goods shall be placed so as to be minimally visible from neighboring property.

7.3. No ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material, or other refuse, or receptacles or containers thereof, shall be stored, accumulated or deposited so as to be visible from any neighboring property, except during refuse collections.

- 7.4. No noxious or offensive activity shall be carried on upon any Lot nor anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on upon any Lot. No annoying lights, sound or odors shall be permitted to emanate from any Lot.
- 7.5. No exterior speakers, horns, whistles, bells or other sound devices except security devices used exclusively for security purposes shall be located, used or placed on any structure or within any Lot provided that all security devices and intercoms shall comply with paragraph 7.4.
- 7.6. Owners shall ensure that a backup generator if installed is within an enclosed structure containment area capable of attenuating noise so as to avoid causing disturbance to residents. Proper measures will be taken in order to avoid fuel and oil spills during operations and maintenance.
- 7.7. Aerial antenna, satellite dish or other device for reception or transmission of radio or television or other electronic signals shall be installed to be minimally visible from neighboring property or adjacent streets.
- 7.8. No automobile, boat, trailer, camper (on or off supporting vehicles), tractor, commercial vehicle, mobile home, motor home, motorcycle, any towed trailer unit, or truck shall be parked in development green spaces except with the written approval of the Developer.
- 7.9. No maintenance, servicing, repair, dismantling, or repainting of any type of vehicle, boat, machine or device may be carried on except with the expressed permission of the Developer.
- 7.10. All motorized vehicles, recreational vehicles and all vehicles described in paragraph 4.10 shall park in designated areas and Owner's driveways.

7.11. The only signs permitted on any Lot or structure, excluding Lot 2, 4, 23 and Lots 73 to 79, shall be:

7.11.1. One sign of customary size for identification of the occupant and address of any dwelling.

7.11.2. Such signs as may be necessary to advise of rules and regulations or to caution or warn of danger.

7.11.3. There shall not be used or displayed on any Lot any signs, banners, streamers, flags, lights or other devices calculated to attract attention in aid of sale or rental without the prior approval of the Developer.

7.11.4. All permitted signs must be professionally painted, lettered and constructed and approved by the Developer.

7.11.5. Such signs as may be required by law.

7.12. No Owner shall use or permit to be brought into or stored in his Lot any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene in large enough quantities to be deemed hazardous to life, limb or property.

8. **Department of the Environment Requirements**

8.1. **Waste Systems**

8.1.1. **Liquid Waste**

8.1.1.1. Sewage treatment shall be by means of individual package sewage treatment system(s) capable of treating all wastewater produced. Standards will meet or exceed the standards of the Third Schedule of the Environmental Protection (Effluent Limitations) (Amendment) Regulations, 2009, for discharges into Class I Waters for all water front

and commercial lots. The remaining residential lots will meet or exceed the standards of the Third Schedule of the Environmental Protection (Effluent Limitations) (Amendment) Regulations, 2009, for discharges into Class II Waters. The specification of the sewage treatment system of choice will be submitted to the Developer for vetting and approval prior to installation. The use of septic tanks will not be allowed within the subdivision.

8.1.1.2. All sewage treatment systems shall be strategically situated at a minimum of 50 feet from the Caribbean Sea, lagoon or canal.

8.1.1.3. Household drainage/domestic wastewater pipes will not be allowed to empty directly into any water body or natural drainage area. These will lead to adequately designed soak-a-way or leach field systems.

8.1.1.4. Owners will ensure that greases, oils and chemical wastes (such as paints, thinners, acids, etc.) will be properly disposed of.

8.1.2. Solid Waste

8.1.2.1. Owners will make arrangements with a private contractor for the provision of proper collection, storage, transportation, and final disposal of all solid waste generated on site.

8.1.2.2. Hazardous waste, including batteries and used oil, will be disposed of at appropriate sites designated by the DOE.

8.2. Prior to construction of any pier, seawall, boardwalk or docks, the relevant permits must be obtained from the Lands and Surveys Department and must also be approved by the CBA.

8.3. Owners will ensure that all refrigeration and air conditioning equipment in all buildings are installed, serviced, and repaired by licensed technicians.

9. **Road Access and Maintenance:**

9.1. The road reserve shall be kept clear and accessible.

9.2. The road right-of-way is not to be used for storage of construction materials or trash.

9.3. An "Upkeep and Maintenance" fee shall be payable by the Owner to any maintenance company selected by the majority of land owners within the Development at any point in time.

9.3.1. This maintenance company may also provide security, garbage collection, landscaping (where applicable) and general administrative services for the maintenance and operation of the subdivision subject to the approval of the majority of land owners.

9.3.2. An Owner shall be entitled to a vote for each lot owned.

9.3.3. The Owner agrees that a late fee of 1 ½% per month is due on any outstanding balance of upkeep and maintenance fees. The Owner hereby agrees that his land shall be equitably charged via an encumbrance in favor of the Developer as security for all outstanding amounts with respect to upkeep and maintenance fees, late fees and collection or legal costs.

9.3.4. The owner also authorizes the registration of a caution against the property should the abovementioned payments not be made.

10. Compliance with applicable laws:

10.1. No one shall engage in any activity within the Community that violates any applicable law, ordinance, or regulation of Belize, as they may be amended from time to time.

11. ENFORCEMENT:

11.1. Enforcement of these restrictive covenants shall be by legal proceedings, or in equity against any person or persons violating or attempting to violate any covenant. Such enforcement may be by the owner of a lot, the Developer, or successor(s).

All of the provisions of this declaration shall be deemed to be covenants running with the land, and shall be binding on and inure to benefit of the owners of the properties within the Consejo Landings Development / Subdivision, their heirs, successors, and assigns, and all parties claiming by through, or under them shall be taken to hold, agree and covenant with such owners, their successors in title, and with each other, to conform to and observe all of the terms and conditions contained in this declaration.

IN WITNESS WHEREOF the Developer has hereunto set his hands and seals
the day and year below written.

Dated the: _____ day of _____, _____

THE COMMON SEAL OF CONSEJO LANDINGS LTD.

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) _____

) MARTIN WHITTAKER

) PETER MAURMANN

Was attached hereto by its directors

) _____

) WITNESS

IN WITNESS WHEREOF the Purchaser has hereunto set his hands and signed
the day and year below written.

Dated the: _____ day of _____, _____

) _____) _____
) _____) _____
) PURCHASER) PURCHASER

Was attached hereto by the PURCHASER(s)

) _____
) WITNESS