

## **MAYAN BAY ESTATES**

### **Restrictive Covenants**

**WHEREAS Bella Maya Marina Limited (hereinafter called the "Developer") has signed an Environmental Compliance Plan with the Department of the Environment on the 12<sup>th</sup> day of October, 2007;**

**AND**

**WHEREAS the Developer has agreed with the Department of the Environment to impose restrictions on the development of its property located at the Cerros Peninsula in the Corozal District of Belize and to have those restrictions binding on the said property**

**IT IS HEREBY AGREED BETWEEN THE DEVELOPER AND EACH PURCHASER OF LOTS WITHIN THE CERROS DEVELOPMENT THAT:-**

#### **A. Building Restrictions**

1. Minimum requirement for size of homes is 1,200 square feet.
2. To protect property owners' right to light and air, buildings constructed on lots 1, 33-50 shall not exceed 2 storeys. Buildings constructed on lots 2-10 and 21-32 shall not exceed 3 storeys and buildings constructed on lots 11-20 (to form part of phase II of the development) shall not exceed 5 storeys.
3. All lots, save and except lot number 1, lots 11 through 20 and lots 30 through 32 are zoned for residential usage.
4. Buildings must be at least 60% concrete and built to withstand storm low hurricane storm surges as well as a minimum of Category 4 hurricane force winds. All buildings must have acceptable levels of insurances to cover loss and/or damage.
5. All buildings plans must be approved by developer.
6. All building plans must be approved by Central Building Authority and local Planning Authority.
7. All Homes must comply with Fire Department safety codes, such as smoke detectors, at least 1 Fire Extinguisher per home, but may not only limited to those requested requirements.

8. All homes must be built a minimum of 3 feet off the ground.
9. All homes must have a rain collection system. No property owner will dispose of grease or oils into any drain. Grease traps must be installed in kitchen sinks. No drainage pipes from homes will be allowed to drain along any water body in the development such as the canals, docking areas, drains etc...but must lead to the central wastewater treatment plant.
10. No thatched roof allowed for main buildings only for Palapas Umbrella.
11. All back-up generators must be installed upon a concrete containment bund and housed in a sound proof facility with proper ventilation. Proper precaution must be taken to avoid oil or fuel spills.
12. Where Solar Panel energy is used, property owners must have adequate storage for battery cells and build a proper storage facility for the battery cells to avoid any contamination to the environment.
13. In the event of fuel storage for personal consumption or for operation of generators, property owners must build proper, secure storage facilities with proper ventilation which comply with the guidelines of the Department of the Environment and the National Fire Service.
14. Perimeter fencing of each lot is optional. Owner must get approval on the design from the developer prior to erecting any fence.
15. All property owners must maintain their respective landscaping including, but not limited to keeping their lawn area green and trimmed.
16. If Property owners do not maintain their landscaping in a reasonable manner, the developer will have the right to do the landscaping maintenance and bill the respective property owner.
17. Mobile homes shall only be allowed for temporary living quarters for a period of 6 months during construction of homes.
18. Any requests by property owners for reasonable extensions to comply with any of the building covenants must be made in writing to the developer. Requests will be carefully reviewed and answered in writing by the developer.
19. During construction phases, property owners must keep and maintain their building sites in a clean manner and shall not dump or store any building material, debris or soil on neighbouring or other properties within the development.

20. If any damage is incurred directly or indirectly to any part of the development due to the impacts of construction or improvements being carried out by a property owner, the property owner will bear the costs associated with making good those damage and/or effecting necessary repairs (using a professional repair person) to put that part of the development back to the original position it was in before the damage occurred.

## **B. Piers and Docking**

1. No docks or piers shall be erected along main access roads, the arterial canals, or docking areas without the consent of the developer.
2. For the erection of piers or docks, prior permission must be obtained from relevant departments such as the Lands and Surveys Department or any other relevant agency.
3. Each property owner may apply for a dock permit but in the event it will restrain any other property owner from building a docking facility due to any restriction in the number of docking facilities in the area, then the property owner shall seek to have shared docking permission with the other property owner.
4. All plans for docks or piers must be authorized by the developer prior to the property owner submitting any applications for permission to erect a dock or pier to the various government departments. The developer shall have the unilateral right to refuse having any pier or docking facilities built along any water body within the development.
5. No fuel or other oils shall be handled carelessly near any body of water within the development. Special precaution shall be taken at all times by property owners when handling fuels or oils within the development.
6. Each property owner is entitled to use the water in front or along their respective property for boat keeping as long as it does not interfere with boat traffic in any of the canals or docking areas.
7. Each property owner shall be responsible for keeping their respective areas along the canals clean and prevent anyone from loitering or littering the canals or docking areas.
8. There is a 10 foot green area along the docking area which is for public access for the entire community and there is a walkway of

approximately 5 feet along the canals and docking areas which is also for public use and enjoyment, however, each property owner shall assist in the control of the usage of these common areas under this clause B8 as well as clause B9.

9. No permanent structures are to be built on the common areas or walkways or 66 feet reserve except with the consent of the developer and approval of the relevant government agencies.
10. Boats docked at the main marina will attract docking fees payable to the Developer.

### **C. Land Clearing**

1. All property owners are encouraged and agree to clear only the areas where construction will take place for homes, fencing, docks piers and entertainment areas and agree to also maintain as much greenery as possible such as trees and second and third growth vegetation.
2. All property owners agree to replant new native species of plants and flowering plants for aesthetic reasons; and agree to restore any trees and plants that have been destroyed as a result of land clearing for construction or home improvements.

### **D. Maintenance Fees**

1. There shall be a Road Maintenance Fee for the development at a rate of \$300.00US per annum per property owner which shall be payable to the developer. (The developer will give reasonable notice to the property owners of any increases in the fee for Road Maintenance).
2. There shall be a Water and Sewerage maintenance fee of \$200.00US per annum per property owner which shall be payable to the developer. (The developer will give reasonable notice to the property owners of any increases in the fee for Water and Sewerage Maintenance).
3. There shall be a \$300.00US per annum fee per property owner for the up-keep and maintenance and beautification of the common areas along the docking areas and green areas of the development, which shall be paid to the developer. (The developer will give

reasonable notice to the property owners of any increases in the fee for up-keep maintenance and beautification of the common areas).

4. There shall be Solid Waste collection fee of US\$[ ] per annum per property owner, which shall be payable to the developer. (The developer will give reasonable notice to the property owners of any increases in the fee for Solid Waste collection.)
5. For the installation, maintenance and up-keep of the Central Water and Sewerage system, there shall be a One time fee of US\$2,000.00 (price prone to change) per property owner which shall be payable to the developer.

#### **E. Solid Waste Management**

1. The developer will engage the services of a waste collector to deal with the transportation and disposal of household and other waste from the development.
2. Each property owner must build a garbage disposal along their fence and house their garbage in a proper storage receptacle for easy collection and disposal.
3. Each property owner must maintain and keep their garbage storage areas clean and free from contaminants and/or bad odors.
4. All garbage must be stored in sealed plastic bags for easy collection and to prevent stench or any air borne diseases or infections.
5. All property owners are hereby encouraged to practice recycling and to separate garbage into organic and inorganic waste for the use of organic wastes as possible source of composting.
6. Any hazardous materials such as tires, batteries used oil or any other form of materials which consist of any hazardous materials should be stored separately and labeled properly for proper disposal in selected waste control areas.

#### **F. Freshwater Source**

1. The developer will contract with a company to provide fresh water to the development by way of a Reverse Osmosis system with water sourcing from shallow wells.

2. The developer shall build or procure the construction of a water storage facility for the treatment of water from the Reverse Osmosis Plant.
3. Property owners are hereby encouraged to use Low Flush Toilets, faucets and any other water saving devices in lavatories, laundry and kitchen areas.
4. The developer hereby encourages property owners to construct cisterns for the collection of rain water.
5. Any rain water collected for consumption shall be treated with chlorine.
6. Property owners must take the necessary steps to ensure that adequate water supply is on hand for fire emergencies.

**G. Liquid Waste**

1. The developer will contract with a company to provide waste water treatment by way of a MODULAR AEROBIC BIO-DIGESTER waste water treatment plant.
2. No domestic gray water should drain to any public or natural drainage system.
3. No waste water collection services will be provided for vessels at docking facilities.

**H. Emergency Planning**

1. The developer will provide safety information and Emergency planning as required and mandated by the various agencies such as National Emergency Management Organization, Fire Department, Health Department and any other office responsible for Emergency Planning.
2. All property owners will be encouraged to know the safety procedures and precautions and are required to adhere to them as specified and instructed by the various organizations.

**I. RE-SALES of Properties**

1. In the event the property owners decide to re-sell their properties in the open market, the developer shall be the re-selling agent and the developer shall contract the necessary agencies to procure a sale.

2. No "FOR SALE" signage other than those erected by the developer or at its request shall be placed on any property whether the property is a home or just a vacant lot.
3. The developer shall have all rights to remove any unapproved signage.

**J. Miscellaneous**

1. No old damaged vehicles or vehicles that are non-operational or vehicles without current owner registration are to be parked alongside any street but should be properly parked inside the owner's property and properly covered to maintain a good aesthetic environment for the development. These vehicles should be free of any fluid leaks of any kind.
2. Only vehicles that are legally owned by property owners shall have the right to parking at the entrance to the property owner's home and shall not be parked permanently on the street side.
3. No storage containers, trucks or delivery vehicles shall be permanently parked along the streets in the development for more than 3 working days for the purpose of loading goods, furniture, equipment etc. unless a special permit is granted by the developer.
4. No pets shall be allowed to roam within the development without supervision at any time. Any pet droppings on the property owner's premises or in public areas within the development are to be cleaned up and disposed of immediately.
5. No items of clothing shall be hung from any balconies facing the streets within the development.
6. Each property owner agrees not to do anything on his/her property (including but not limited to noise pollution) which will cause an annoyance or nuisance to other property owners.
7. No commercial activities will be allowed in designated residential areas.
8. No property owner shall leave any derelict building on his/her property or allow any constructed building to become abandoned building will be allowed.
9. Leases and sub-leases of any property within the development shall be governed by these Restrictive Covenants which shall be binding upon all tenants and incorporated into their lease agreement by reference.

10. Oils and all kinds of fuel must be properly stored and any spills must immediately be cleaned up and disposed of without contamination to surrounding properties or any water body.
11. Re-fueling of boats must be done with proper precaution as not to cause oil or fuel spills into any water body.
12. No derelict boats or abandoned boats are to be left parked within the Development. Any breach of this covenant will give the Developer the right to remove the said derelict or abandoned boat at the cost and expense of the owner.

**K. Non-Compliance**

1. Any property owner who does not comply with the terms and conditions contained herein, where such non-compliance has or may result in any direct or indirect negative impact on the environment, shall be personally responsible to answer to the Department of the Environment or any other relevant department responsible for enforcement of these Restrictive Covenants and any consequences recommended shall be strictly enforced.
2. Each property owner shall indemnify and hold the developer harmless against any liability, loss or damage occasioned as a result of any breach or neglect of these Restrictive Covenants.
3. In the event of a breach or neglect on the part of a property owner of these Restrictive Covenants, the developer shall have the right to impose a fine of [            ] per diem until the breach is rectified.

**L. Amendments**

**M. Enforcement**

1. The developer shall have the right to enforce these Restrictive Covenants by action taken against the offender in any competent court of law in Belize.
2. Each property owner shall have the right against each other for enforcement of these Restrictive Covenants by action instituted in any competent court of law in Belize.