

WHEREAS:

- (a) The Declarant is the owner, proprietor and developer of lands situate at Placencia, Stann Creek District, Belize called “Placencia Enterprises Subdivision” described in the First Schedule a portion of which is sold and conveyed to the Grantee which lot or portion is described in the Second Schedule hereto.
- (b) The Declarant has subdivided the said land and is desirous of maintaining two-thirds of the undeveloped portion in its open and natural state without any further development by way of conservation easement and of establishing certain covenants, conditions, reservations, limitations and restrictions upon which and subject to which all lots, portions of lots and all other real; estate in subdivision will be improved, developed, transferred or sold.
- (c) Each and every covenant, conditions, reservation, limitation and restriction is for the benefit of each owner of land in the “Placencia Enterprises Subdivision” and will inure and pass to the successor in title of the owner.
- (d) The covenants, conditions, reservation and restrictions are intended for the mutual benefit and protection of all owners of lots in the “Placencia Enterprises Subdivision” and are to be construed as restrictive covenants running with the land.
- (e) The Declarant with the intent and so as to bind as far as practicable the property and lots described in the First and Second Schedule hereto into whosever hands the same may come to benefit and protect the estate and property of each owner NOW THEREFORE DECLARE CONVENANT AND AGREE WITH THE Grantee and each and every lot owner and they with the Declarant and their respective heirs, successors and assigns with each other inter se that they will at all times hereinafter observe and perform the stipulations and restrictions in the relation to the property hereby encumbered, to wit:
 - 1. **Duration** These covenants, conditions, reservations, limitations and restrictions shall be for an initial period of twenty-one (21) years and will automatically extend for a further period of twenty-one (21) years, save the right or remedies accruing prior to the date of expiration will survive.
 - 2. **Restriction on Further Subdivision** No lot or portion of a lot in the subdivision shall be further subdivided beyond the division offered in the original subdivision. Lots may be combined and may be subsequently divided only into the lots originally divided.
 - 3. **Setbacks** No building shall be erected on any lot which is less than twenty (25) feet from high water mark of the canal and not less than (10) feet from any side yard lot lines: and not less that fifteen (15) feet from said rear lot line.

Buildings shall be of a minimum of 1,000 square feet and a maximum of 4,000 square feet, inclusive of verandas, and no floor may exceed 2,000 square feet.

4. **User** All lots are zoned as residential only and no restaurants, bars, hotels or other business may be operated in the subdivision. Only one single family building may be erected on a lot.
5. **Construction** Once construction of any type of structure on a lot is started it must be completed within a reasonable time.
6. **Height, Lot Coverage** No residential building shall exceed forty (40) feet in height from ground level.
7. **Water and Sewage** Sewage disposal system shall be of a non-pollutive design and operation, and shall comply with the requirements of the Department of the Environment and the Health Department. No sewage, waste water, trash, garbage or debris shall be emptied, discarded or permitted to drain into any body of water in or adjacent to the Subdivision. No outside toilets or privies shall be permitted on any lot.
8. **Garbage and Refuse Disposal** No part of any lot above or below ground shall be used or maintained as a dumping ground for rubbish, trash, garbage, debris or other waste except for approved organic compost. At all times the property shall be maintained in a sanitary condition and precautions shall be taken against creating fire hazards.
9. **Signage** No commercial signage shall be allowed at any time on a residential lot for the purposes of advertising or notices with the exception of one sign advertising the lot or home for rent or sale. Such signs shall not exceed two (2) feet by three (3) feet in size.
10. **Lot Maintenance** All lots shall be maintained free of debris, junk, unused construction materials, toxic waste or litter or any kind. At no time shall on-site burial of such material be permitted.
11. **Temporary Construction** No temporary structure of any nature, including but not limited to tents, campers, mobile homes, shacks, etc. shall be used either as a permanent or temporary dwelling unit. During home construction a construction trailer, camper or other temporary structure, may occupy the lot for a reasonable period, not exceeding two (2) years.
12. **Slip** Each lot shall be provided with no less than one slip for one (1) boat, and each boat, including catamarans, must be moored parallel and not perpendicular to dock. No vehicles shall be kept on any lot or land within the subdivision of the property.
13. **Storage** Materials shall not be stored on any lot unless they are enclosed in a structure, except that building materials intended for use in the erection of a building on such lot may be kept in the open during construction period.
14. **Animals** Only domestic pets not exceeding four in number at any one time shall be allowed on the property and shall be kept on the owner's lot or on a leash. Cows, horses, pigs, sheep goats and fowl shall not be considered domestic pets. Nothing shall be done or permitted on any lot which may be or become an annoyance or nuisance to the neighborhood.
15. **Preservation of Natural Timber and Environment** No cutting of any trees is permitted in any area unless otherwise determined to be hazardous or in a

condition which would threaten public policy. The remaining land shall be kept in its natural state and any further development shall not exceed a total of one-third of the entire caye or island.

16. **Drainage** Lot owners shall not restrict the natural discharge of storm water or prevent the natural and/or proper flow of drainage.
17. **Firearms** There shall be no hunting or discharging of firearms within the limits and boundaries of the Placencia Enterprises Subdivision”.
18. **Breakwater Docks Pier** No docks, breakwater, pier or jetty shall be erected adjacent to any lot in the “Placencia Enterprises Subdivision” otherwise that those constructed by the Declarant.
19. **Homeowners Association** There shall be a home owners association which shall be an unincorporated company to be called “Island Owners Association” made up of each lot owner as member with one vote per member. The Association will generally regulate its own affairs and will annually elect a management committee made up of not more than five members who shall handle the day to day affairs of the Association. It shall be the duty of the Association to manage the development by providing such services to home owners as may be agreed from time to time including provision of security, transportation, water, electricity and general maintenance of the development, and it may impose reasonable fees and assessment for all services it may provide.