

Schedule A
(COVENANTS, CONDITIONS, AND RESTRICTIONS)

Covenants Run with the Land. These covenants shall run with the land and shall inure and be binding on the property and upon each person acquiring ownership thereof.

Covenants are Accumulative. Each of these Covenants is cumulative and independent and is to be construed without reference to any other provisions dealing with the same subject matter or imposing similar or dissimilar restrictions. The provision shall be fully enforceable although it may prohibit an act or omission sanctioned or permitted by another provision.

Covenants May Not Be Waived. Except as these Covenants may be amended or terminated in the manner hereinafter set forth, they may not be waived, modified or terminated and a failure to enforce shall not constitute a waiver or impair the effectiveness or enforceability of these Covenants. Every person bound by these Covenants is deemed to recognize and agree that it is not the intent of these Covenants to require constant, harsh, or literal enforcement of them as requisite of their continuing vitality and that leniency or neglect in their enforcement shall not in any way invalidate these Covenants or any part of them, nor operate as impediment to their subsequent enforcement and each such person agrees not to defend against enforcement of these Covenants on the ground of waiver.

Enforcement. These Covenants are for the benefit of the Purchasers jointly and severally and "Better In Belize Ltd." a company duly incorporated under the Laws of Belize (BIB) and may be enforced by action for damages, suits for injunction, mandatory and prohibitive, and other relief, and by any other appropriate legal remedy instituted by BIB, or its successors. All costs incurred by anyone in connection with any successful enforcement proceeding shall be paid by the party determined to have violated these covenants.

1. INTRODUCTION

1.1. Purpose

The covenants set forth herein have been enacted and will be amended from time to time to accomplish the highest standard of self-sustainability that can be reached for the environment and healthy continuance of "Better In Belize" hereinafter known as "BIB". The goal is to create practices for sustainable development and dwellings that minimally affect the environment. It is expected that parcel owners will commit to protecting and maintaining these important natural habitats by adhering to the letter and spirit of these covenants.

These covenants establish policies and procedures so we can co-exist with and within the natural habitats with minimal impact. The enactment and ongoing

enforcement of these covenants will serve to maintain the natural condition and value of "Better In Belize" properties and make the community harmonious and aesthetically pleasing.

2. ESTABLISHMENT OF THE "ECOLOGICAL ADVISORY BOARD" ("EAB")

In order to administer and supervise the enforcement of all these covenants and in order to provide a systematic and uniform review of all proposed construction of any type and nature in BIB, the Board of Directors of "Better In Belize" have created and enacted the covenants herein set forth and do hereby establish the EAB which shall be composed of three to five community appointed members by annual election. The purpose of EAB is to provide for a systematic and uniform review and approval process of all proposed construction of any type or nature whatsoever within BIB and to establish and maintain design criteria regarding such proposed plans for building, utilities, construction, landscaping, and maintenance. The EAB will ensure that such plans and maintenance of the aforementioned are consistent with the quality of environmental standards specified by these covenants. The EAB will also implement the structure for the Home Ownership Association.

3. EAB LEGAL AUTHORITY

All owners of BIB properties must agree in writing to submit to the rules and abide by the decisions of the EAB. In order for a purchaser to build upon BIB property, the EAB will first:

- 3.1. Review all plan, design and construction applications;
- 3.2. Approve utility and waste disposal methods;
- 3.3. Approve or deny items submitted;
- 3.4. Distribute and enforce construction-related rules and regulations;
- 3.5. Determine and review policies, procedures and criteria;
- 3.6. Revise and amend EAB rules, regulations, policies, procedures, criteria, covenants, conditions and restrictions of the "Better In Belize" project from time to time or as required;
- 3.7. Enforce waste and contamination policies;
- 3.8. Approve water supply sources and methods;
- 3.9. Approve energy supply sources and methods.

Once construction is underway, BIB shall have the power to halt any construction process on site that is in violation and to levy fines and enforce development guidelines, bylaws and rules.

4. LOT USE RESTRICTIONS

4.1. Construction Restrictions

No construction, demolition or alteration may be started in any manner until Final Approval is received in writing by the Applicant from EAB. No other category of work may be commenced without Final Approval being received by the Applicant, except for surveying and staking of structures within the existing lot borders. Lot borders will be marked by BIB and are not to be altered by lot owners. "Construction" includes demolition of an existing dwelling, and also includes the alteration or renovation of an existing dwelling where 50% or more of the building footprint (For example, a 2-story, 20 x 40 structure has 800 square feet of building footprint but 1600 square feet of floor) of the existing dwelling is to be altered, renovated or added. On failure of the Parcel Owner to observe requirements as to commencement and completion of construction, EAB shall, in its discretion, impose fines against the Parcel Owner as provided herein.

All construction plans shall be submitted from a professionally licensed architecture or design firm and should bear official seal or stamp of the said firm. The plans should include all architectural, landscape design, electrical, utility, and mechanical drawings with complete specifications in order that EAB can clearly identify location, layout, materials, power source, water source, sewage disposal, and other design features of proposed structure, ancillary buildings and landscaping. BIB has established an "**Eco Construction Workbook**" document that should be used by all planners in preparation of submissions to the EAB. This document is available, upon request, to owners only, and will provide a valuable reference tool to help those prepare their plans to meet EAB requirements and to maintain a high degree of ecological compatibility with the tenets of BIB. All building plans shall first be vetted by the EAB before they are submitted to the Central Building Authority. Two sets of Site Plan, Floor Plan, and the Elevations of Front, Back and Sides view shall be submitted to EAB for approval before construction can start.

4.2. Allowable Building Footprint on lots

4.2.1. On a residential parcel, the building footprint of any dwelling may not exceed Ten Percent (10%) of the gross parcel square footage (e.g. parcel size is 200' X 100' = 20,000 square feet which is .45 acre, dwelling may not exceed 2,000 square feet for the building footprint). Square footage measurements shall include the exterior walls. All square footage measurements shall be inclusive of porches, decks, patios or balconies. Maximum building footprint of 2000 sq. ft. on any lot is allowed.

4.2.2. On a multi unit parcel, the building footprint of the total dwellings may not exceed twenty percent (20%) of the gross parcel square footage (e.g. parcel size is .93 acres 135' X 300' = 40,500 square feet, dwellings may not exceed 8,100 square feet for the total buildings footprint). Square footage measurements shall include the exterior walls. All square footage measurements shall be inclusive of porches, decks, patios or balconies.

- 4.2.3. Parcel Owners having multiple parcels, each contiguous, may construct a dwelling using the same calculation as above; however, multiple parcel square footage may be combined in the calculation of a single dwelling's total square footage.
- 4.2.4. Pools may not exceed 5% of the total parcel size. This 5% calculation shall be considered in addition to the 10% residential dwelling or 50% commercial building calculations. .
- 4.2.5. One dwelling unit per residential lot. Maximum of 6 units on a Multi-Unit Lot.
- 4.2.6. A maximum of three accessory structures not exceeding a total building footprint of either 3% of the total square footage of the parcel or 750 sq. ft. whichever is smaller, including garages

4.3. Basic Construction Design Criteria

- 4.3.1. The height of any residential or commercial dwelling is not to be more than a basement (which must have 30% of the walls below grade) and two stories;
- 4.3.2. Roofs should be designed to catch rainwater with drainage to a cistern or bladder. Roof top decks or terraces are encouraged and do not count as an extra story of a dwelling thus minimizing a building footprint. Roofs are to be constructed with overhangs to protect dwellings from mid-day sun;
- 4.3.3. Rooftop solar collectors, as approved by EAB; engineering drawings, including reference to ventilators may be used if the roof vents are low profile, blending into the roof materials;
- 4.3.4. Asphalt and gravel built up roofing on pitched surfaces and asphalt composition shingles are prohibited due to contamination and leaching;
- 4.3.5. The EAB reserves the right to review any item that may affect the exterior appearance in consideration of the aesthetic harmony of the design or color scheme with the surrounding area;
- 4.3.6. Any removal of trees for land preparation or any other reason MUST be done by the EAB building site preparation team at an expense to be borne by parcel owners and a schedule to be determined by the EAB according to a priority sequence. Trees will not be permitted to be cut down unless necessary in the eyes of the EAB. If additional landscape materials are needed they shall be of indigenous plants to Belize, as approved by the EAB, with said indigenous plants

payable by the parcel owner. Anything other than organic landscaping materials must be approved. If a tree over 6" diameter is removed during land preparation, the owner will plant 5 native hardwood or fruit trees (at least one foot in height) somewhere on his parcel or an approved location in a BIB common area. EAB reserves the right to property inspections to verify compliance; your house location on your lot may be affected to save large or rare types of trees.

- 4.3.7. Outdoor lighting must be located so that it does not interfere with or become a nuisance to other residents or wildlife. The light source of any exterior light must be shielded from public view and must not intrude upon your neighbours and must minimize impact on nocturnal environments, Use of downlighting instead of uplighting is essential. EAB reserves the right to enforce lighting provisions from both an aesthetic and an environmental standpoint after the construction of the residence is completed. In order to reduce light pollution and to preserve the pristine night sky visible from BIB, only lighting fixtures that have received the Fixture Seal of Approval from the International Dark-Sky Association will be approved for outdoor use. A list of manufacturers and distributors of these fixtures may be found at http://www.darksky.org/mc/page.do?sitePageId=56404&orgId=id_sa

Another potentially good source of information is the Illuminating Engineering Society of North America's Recommended Practice Manual: Lighting for Exterior Environments <http://www.acrobatplanet.com/non-fictions-ebook/ebook-design-interior-and-exterior-lighting-and-controls.html>.

- 4.3.8. Above ground, on-ground or in-ground swimming pools, hot tubs, whirlpools, etc. are permitted where they do not materially disturb the natural habitats or natural water flow. Pools and hot tubs must be completely enclosed by a fence at least 60" high in order to prevent accidents and protect children and wildlife. The least harmful of chemicals should be used. Any disposed of water must be done in an appropriate manner such as purification etc Preference would be a natural water swimming pool <http://www.naturalswimmingpool.org>.

- 4.3.9. Maintenance is the responsibility of the Parcel Owner. All dwellings, accessory and related structures shall be cleaned and maintained as in original or subsequently approved condition so as to maintain the harmony and aesthetic appearance of the community. EAB reserves the right to enforce and fine owners in violation of this at their discretion.

- 4.3.10. Construction procedures shall ensure the site is kept free of all construction materials and refuse at all times during construction. Sanitary systems (e.g. portable composting toilets) and refuse containers are to be located on the Construction site. Both composting toilets and containers must be screened to provide minimum off-site view or exposure, and must be removed as soon as construction is complete. No refuse or Construction equipment shall be discarded on or in any way permitted to remain on neighbouring properties, public areas, wild areas, or on site after construction is finished. Builder is responsible for the removal of construction materials at their own cost and disposed of in an environmentally friendly manner. Any damage to adjoining properties is the responsibility of Parcel Owner.
- 4.3.11. In addition to penalties and liabilities for violating any laws of Belize, EAB may halt the construction process on a site until any code, bylaw, covenant, or environmental violation is corrected.
- 4.3.12. All setbacks shall be subject to and shall be measured from the appropriate property survey. Distances from the property line for any structural elements (e.g. structures, screened enclosures, porches, walls, equipment, accessory structure, garage, etc.) must be shown. EAB may modify, amend or waive setback requirements in accordance with this document.
1. Minimum front yard, rear yard and side yard setbacks for dwellings, patios, porches, decks, garages, buildings and screened enclosures is ten (10) feet except for exempted lots.
 2. Minimum side yard setback for equipment, trash containers and other similar utilitarian devices is ten (10) feet. Such items must be landscaped from view.
 3. The (10) foot setback will be a NO disturbance area except for pathways and one access road to the building.

5. BASIC ENERGY, SUSTAINABLE AND WASTE TREATMENT DESIGN CRITERIA

5.1. Energy Plan

- 5.1.1. Solar power is permitted as a source of energy in BIB. Wind Power may only be used on special permit-by-permit basis due to tower and location requirements as well as aesthetic concerns. All wind power plans must be approved by EAB.
- 5.1.2. Low decibel (75db) butane generators may be used for emergency backup power. Diesel and gas are to be avoided, if possible.

- 5.1.3. The use of an occupancy sensor is encouraged to minimize energy use when unit is not occupied.
- 5.1.4. Passive techniques should be used as the primary source of ventilation and cooling. Fans or blowers run by a renewable power source are an acceptable secondary source of ventilation. No window mount air conditioners are permitted.
- 5.1.5. If hydro is brought in from BEL or other local public utility company all associated costs attributed to bringing in the power, delivery, transmission lines, transformers etcetera will be borne equally by ALL lot owners.

5.2. Water Supply and Collection

- 5.2.1. Units must have cisterns, bladders or water catchment and holding systems, which store rainwater collected. Systems should be hidden from public view.

5.3. Waste Treatment and Removal

- 5.3.1. Human waste must be treated with an EAB approved septic system.
- 5.3.2. Grey water holding tanks shall be used in conjunction with drip irrigation systems for the fertilization of local planting.
- 5.3.3. Compostable organic waste must be disposed of in composting bins.
- 5.3.4. All Parcel Owners must participate in the Recycling and Reclamation Program as available. They must have a composting bin for food waste, paper products and any other compostable materials, along with recycling bins for crushed metal cans, glass and plastic bottles and/or containers. Parcel Owners must take recyclable materials to designated waste collection points on site.
- 5.3.5. All consumable goods or products, including but not limited to bathing products, cleaning solutions, cleaning products, cleaning supplies, household paper products and sunscreen must be biodegradable. NOTE: anti bacterial products can kill necessary bacteria required for your septic system.

5.4. General Guidelines

- 5.4.1 Leave nothing but footprints. Common areas are to remain undisturbed.

- 5.4.2 Domestic animals will be allowed in BIB but owner takes responsibility for all waste removal and non-interference with residents, flora and wildlife. Dog and cat Owners must provide proof of rabies vaccination. All pets (including cats) must be on leash when outside of the dwelling. Cats must be kept indoors so as not to disturb the wildlife.
- 5.4.3 The feeding of native animals and mammals in BIB is strictly prohibited.
- 5.4.4 The use of chemical fertilizers for landscaping is prohibited. Compost and natural mulches are permitted.
- 5.4.5 NO more than 3 vehicles per owner will be allowed on the site. These are all to be properly licensed, insured, and in running conditions.
- 5.4.6 4 stroke, licensed and insured ATVs and motorcycles allowed solely for transportation, not recreation. All drivers must be 16 years of age and older. Two-stroke vehicles are not permitted other than work tools.
- 5.4.7 Quiet golf carts are permitted.
- 5.4.8 Incandescent light bulbs are not permitted. Where possible LED lights should be used.
- 5.4.9 Once Construction has started, owners will have 18 months to complete their construction.
- 5.4.10 BURNING: No burning is allowed during dry season. All fires should be constantly supervised, and not causing inconvenience to others.
- 5.4.11 HUNTING AND FIREARMS: No hunting or discharge of firearms shall be conducted within the subdivision.
- 5.4.12 COMPLIANCE WITH LOCAL REGULATIONS: No pier or jetty be constructed without a permit from the Physical Planning Department of the Lands Department. Construction approval must be obtained through the EAB and the Central Building Authority.
- 5.4.13 ENFORCEMENT: 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 Vendor, or his successor(s).

- 5.4.14 AMENDMENTS: These Restrictive Covenants may be amended by a majority vote of property owners, with one vote per lot owned, or by the Vendor or his successor(s). In the event that a property owner is already into construction when amendments are made, he/she shall be governed by the Restrictive Covenants in effect at the time he commenced construction. Amendments may be distributed to owners at the latest address on record. Property owners shall at all times provide a current address.
- 5.4.15 SAVINGS CLAUSE: Invalidation of one or more of these covenants or restrictions for any reason, shall not affect any other covenant or restriction. All other covenants and restrictions shall remain in full force and effect.
- 5.4.16 COMMERCE: No commercial activity shall be conducted on properties that are not officially designated as commercial lots. No signs, billboards, or other erection for the purpose of advertising or giving notice shall be erected or placed within the subdivision unless approved by the EAB or his successor(s). Please see official plan for Commercial and Multi Unit lots. No commercial activity shall be conducted without the Vendor's approval in writing. The Vendor shall have the right to refuse any commercial activity if it is offensive or a nuisance to other homeowners.
- 5.4.17 EASEMENTS: All "public easements" in Better in Belize are designed to give free access to the public. No structure shall be erected within the 66 feet reserve on the Macal River frontage, or on the access easements without the proper permit obtained from the Lands Department. All vegetation along the bank of the Macal River, shall be maintained in its natural state, but be kept clean and clear of synthetic debris. Bare areas may be beautified with plants that are indigenous or compatible with the natural environment for at least 66 feet from the river bank. The respective Green Space in front of the lots 114 through and including 128 at Better in Belize to the 66 feet reserve is for the sole use of the respective lot owners.
- 5.4.18 There must be a utilities easement of five feet along the inner sides of all the property lines which front a road right-of-way.
- 5.4.19 All building plans need the prior written approval from the EAB and the Central Building Authority. 2 sets of Site Plan, Floor Plan, and the Elevations of Front, Back and Sides view shall be submitted to EAB for approval before construction can start.
- 5.4.20 ROAD ACCESS AND MAINTENANCE of ROADS AS WELL AS OPEN SPACE: The Forty- foot road reserve is also declared a public

easement and shall therefore be kept clear and accessible. The road right-of-way is not to be used for storage of construction materials or trash. The natural drainage of the road right-of-way is not to be blocked and a proper culvert shall be installed at the owner's expense. A "Community Maintenance Fee" shall be payable by Purchaser to Better In Belize Ltd for purposes of maintaining roads, and open spaces, and providing general administrative services for the maintenance and operation of the subdivision. The details to this will be laid out in the Annual Home Owners Association report. The Community Maintenance fee is currently approximated at \$1000 USD per year per lot and shall be paid at the beginning of each year and prorated at the closing. The Purchaser agrees that a late fee of 1 % per month is due on any outstanding balance of Community Maintenance Fees. The Purchaser hereby agrees that his land shall be equitably charged in favour of the EAB as security for all outstanding amounts with respect to Community Maintenance Fees, late fees and collection or legal costs.

Buyer's Initials _____ Date _____

Seller's Initials _____ Date _____