

## Mayan Seaside Property Owners Association Ltd. (MSPOA) Covenants

The land that is the subject of this agreement is comprised of 102 residential lots. In addition, there is one (1) lot for a community maintenance facility and parks, which are managed by the MSPOA. Lot owners will respect the rights of the other lot owners. Lot owners, their heirs, assignees, lessees and MSPOA will uphold the general conditions and the rights and policies determined as a result of this agreement.

This AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Mayan Seaside Property Owners Association Ltd., A Belizean company (hereinafter, the "MSPOA") of Consejo Area, Corozal District, Belize and

\_\_\_\_\_, (hereinafter, the "Owner") of Lot # \_\_\_\_\_  
 (Print Owner Name) (Mayan Seaside Lot Number)

\_\_\_\_\_, Consejo; Block 1 Parcel #: \_\_\_\_\_  
 (Mayan Seaside Street Name)

### GENERAL CONDITIONS:

**Property Uses:** Each residential lot will be used only for single-family homes unless exceptions are approved in writing by the MSPOA.

**Sub-dividing:** No residential lot of less than 1/3-acre in size may be sub-divided into smaller lots. Where a lot is sub-divided, annual fees will be assessed on all the subdivided lots. When two or more lots are combined the annual fees will be assessed on each of the original lots that comprise the final lot. Merged lots may not be sub-divided into lots smaller than the original lots that were combined.

**Construction:** All building plans must be reviewed by MSAC (Mayan Seaside Architectural Committee) prior to commencement of construction of any building, major improvement of a building, out building, dock, other structure, and fence. Building height will not exceed two floors for residential properties. Fence heights should not exceed six feet. Owners must submit plans to MSAC thirty days (30) or more prior to planned date of construction. All building plans recommended for approval by MSAC must receive approval from MSPOA before any construction can begin. MSPOA will not bare any responsibility, financially or otherwise, regarding construction on privately owned lots.

**Set Backs & Coverage:** Building setbacks will be no less than 15' X 5' X 15' from the front, sides and rear respectively. Setbacks will be measured from eve overhangs or the furthest protrusion on a building. Site cover will not exceed 35% of the lot area. Above ground structures such as cisterns, water tanks and septic tanks are not included when calculating site coverage. Should a roofed structure be added to the aforementioned above ground structures MSAC approval will be required.

**Septic Systems:** Construction of the septic system is the responsibility of the lot owner. MSAC must approve the septic system before construction. Septic tanks and tile/leach fields must be in accordance with the MSPOA Covenant's section on "Set Backs & Coverage". No septic tank or tile/leach field will be located within one hundred (100) feet of any water body or water supply.

**Maintenance of Lots:** All property within the community including buildings, improvements, and landscaping thereon shall be kept and maintained in a clean and attractive condition and in good repair. Maintenance, repair, and upkeep of each site shall be the responsibility of the owner(s) of lot.

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**Maintenance of Lots (Continued):** Violations of this section by an owner shall permit the MSPOA to enter the site and cure the violation and to levy and collect a reimbursement assessment for the cost of so doing: provided, however, that there shall be no entry into the interior of an improvement intended for human occupancy without the consent of the owner thereof unless a clear emergency exists. Lots without buildings shall be kept trimmed. (MSPOA will provide this trimming to an owner for an annual fee.)

**Temporary Structures & Unsightly Items:** All property shall be maintained in good repair, free from debris, stored goods, unsightly vehicles & boats, etc. Trailers, shacks, tents, etc. shall not be permitted except during construction, and then only for a maximum of one year.

**Construction & Improvements:** New construction, additions, and improvement projects must be completed within a year. No loud noises due to construction type activities will be permitted between the hours of 8:00 PM and 7:00 AM.

**Utilities:** All utilities must be underground from the approved poles to the residence's house and out buildings.

**Water:** The Mayan Seaside Property Owners Association owns and operates the water system. Water will be supplied from community water well(s). Billing may begin when a resident has hooked up to the water system. Water may initially be charged at a flat fee per month for those owners with reasonable household usage. Costs could be higher for owners that use an abnormal quantity of water. The water charges will be payable quarterly.

**Solid Waste & Garbage:** All solid waste (garbage) must be put in plastic bags, tied and placed in covered containers until removed from the development. Waste containers are permitted to be placed at street side the night prior to, or the morning of, scheduled waste removal. Residents will be required to have their solid waste removed by the sub-division's preferred contractor. No burning or burying of garbage is permitted without permission of the Board of Directors.

**Pets:** Only domestic animals will be permitted and these must be contained on the owner's property or on a leash and in any case not disturbing to other residents. No livestock (farm animals) or endangered animals are permitted in the development.

**Trees:** It is the MSPOA's intention to keep as many as possible of the rare and endangered trees in the development.

**Guests and Renters:** Owners will be allowed to rent their property to others for extended stays. Daily rentals will not be allowed. Short term rentals of less than a month must be approved by the MSPOA. These covenants are applicable to all guests and renters.

**Future Owners:** These covenants are applicable to all future owners. The present signatory owner(s) will ensure that such future owners understand that the covenants run with the relevant properties.

**Maintenance of Common Areas:** MSPOA will assess a fee for common area maintenance. This fee will cover maintenance of the roadways, parks, waterfront, and community pier. The initial annual common area maintenance fee will be \$275 US and will be prepaid annually.

**Property Owners Association:** As a property owner, signing of this covenant indicates membership in the Property Owners Association and its adherence to the rules.

**Amendments:** Amendments to these covenants may be made from time to time with approval of the MSPOA.

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IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Lot: # \_\_\_\_\_ Street Name: \_\_\_\_\_ Registration: Consejo; Block 1 Parcel #: \_\_\_\_\_

Owner: \_\_\_\_\_ Witness: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Owner: \_\_\_\_\_ (Second Owner if Applicable) Witness: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_ (MSPOA) Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

**MAYAN SEASIDE PROPERTY OWNERS ASSOCIATION  
OWNER INFORMATION**

**OWNER INFORMATION:**

Owner Name: \_\_\_\_\_

Owner Address Mayan Seaside: \_\_\_\_\_

Phone Number(s) in Belize: \_\_\_\_\_

Email Address: \_\_\_\_\_

Owner Address Other: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Owner Phone Number(s) Other: \_\_\_\_\_

**(Complete for additional owners)**

Owner Name: \_\_\_\_\_

Owner Address Mayan Seaside: \_\_\_\_\_

Phone Number(s) in Belize: \_\_\_\_\_

Email Address: \_\_\_\_\_

Owner Address Other: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Owner Phone Number(s) Other: \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION:**

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Phone Number: \_\_\_\_\_

Emergency Contact Email Address: \_\_\_\_\_

Emergency Contact Address: \_\_\_\_\_

**This information will remain property of the MSPOA and will not be shared with any others unless by owner consent.**