**AMIK KIL HA’**

**RESTRICTIVE COVENANTS**

Registration Section Block Parcel / Lot

Placencia North 36 1208, 1209, 1210, 1211,

1212, 1214, 1215, 1216,

1217, 1218, 1219, 1220,

1254, 1255, 1256, 1257,

1258, 1260, 1261, 1262,

1263, 1264, 1266, 1267,

1268, 1269, 1270, 1271,

1272

The restrictive covenants herein contained apply to the Amik Kil Ha’ subdivision of which the above lots form a part. The developer is Plantation Palms Limited or any assigns or successors in title.

LAND USE

1. The lots in Amik Kil Ha’ shall be used for single-family residential purposes only.
2. Rental of any residence is allowed provided any rental agreement must obligate the renter or tenant to abide by the covenants.
3. No owner shall use their property or permit its use in such manner or for such purpose as shall cause a nuisance or hazard to the occupier of any other property.

BUILDING RESTRICTIONS

1. Construction of residences shall be carried out with the approval of all relevant government agencies.
2. No residence shall be erected on any lot which is less than 30’ from any road or canal and less than 10’ from any side yard lot lines.
3. Residences must be constructed no less than 2’ above grade, must be no taller than 35’ at any point and must be not more than 2 levels.
4. Any caretaker residence shall not exceed one level, shall be not taller than 20’ at any point and shall not exceed 600 sq. ft.
5. No building shall be less that 300 square feet in area and no more than two residences may be constructed on any one lot. Total square footage of all buildings shall not exceed 30% of the area of the lot on which they are constructed.
6. Construction of residences must be completed within 2 years of the original date of purchase of the property.
7. Should an owner fail to complete construction of a home within two years of the original purchase date, the owner shall pay to Plantation Palms Limited US$5000 no later than 30 days after the second anniversary of the original purchase date. On each successive anniversary date, a further US$5000 shall be paid to Plantation Palms Limited as long as the construction of a residence has not been completed.
8. No walls or fences other than of wood, bamboo or foliage shall be created to delineate lot boundaries and they shall be constructed or maintained so as to be no taller than 5’ above grade.
9. No docks shall be constructed so as to protrude more than 2’ into any canal from the lot boundary and must be constructed in such manner as to prevent erosion of the canal bank.
10. Any excavation from a canal into a lot must be made in such a manner and with such precautions so as to prevent erosion of the canal bank snd the banks of the excavation.
11. No docks shall be constructed into the lagoon nor excavations made from the lagoon into a lot except on lots 1234, 1253 and 1265.

WASTE DISPOSAL

1. All waste disposal systems shall comply with the requirements of the Belize Departments of the Environment and Health.
2. Owners must not allow any household grey/waste water to drain into any natural drainage system or water body or surrounding environs. Such drainage must be directed to an appropriately designed leach field.
3. Owners must avoid contamination of the surface and ground water through the disposal of grease or oil products or any other such substance onto the surface of the lot.
4. Owners must have waste collection bins designed to prevent rummaging by feral animals. All garbage must be bagged.
5. No owner may dispose of garbage or waste except by containerizing and dumping the same at a public refuse disposal site.
6. Owners must not burn household or construction waste on any residence or park site.

USAGE OF CANAL SYSTEM

1. Zero wake rules shall be observed and no vessel shall travel at more than 5 MPH in any canal area or in the lagoon within 50 feet of canal entrances.

PETS

1. Only domestic animals are permitted and no owner may keep more than 3 pets such as dogs, cats or birds.
2. Owners must control pets at all times while outdoors.
3. No chain link dog runs are allowed.

GENERAL

1. All buildings and property shall be kept in good repair and free of debris, stored goods or vehicles except currently licensed non-commercial vehicles. On site burial of any waste shall not be permitted on any lot.
2. No vehicle shall be parked on any common roadway at any time for longer than 1 week.
3. No owner may generate their own power except through wind or solar systems, or in emergency situations through gas generators. Any gas generator must be located in a sound proof container.
4. All electricity delivery systems from the road side lot line to any structure on the lot must be underground.
5. Each owner shall cause a water catchment tank holding at least 1000 gallons per bedroom to be constructed, upon commencement of building on the lot.

TRANSFER OF LAND

1. These covenants shall be binding on all future owners of the subject property.

ENFORCEMENT OF COVENANTS

1. If these covenants need to be legally enforced due to a lot-owner’s non-compliance, all reasonable legal fees and costs shall be paid by the losing party.
2. Any failure to enforce an action based on a breach of any of these covenants does not constitute an acceptance of such breach.

March 1, 2015

Placencia, Belize.

Plantation Palms Limited