

OFFER TO PURCHASE - CONSEJO SHORES LTD

P.O.BOX 35, COROZAL TOWN,
Belize, Central America

Tel: 011- 501-423-1005
E-mail: consejoshores@gmail.com



PURCHASER(S)

First Name Middle Last Name / Company Name

First Name Middle Last Name

ADDRESS

Street Address Town

State/Province Country Postal Code

TEL: _____ E-mail: _____ FAX: _____

Purchaser(s) offer(s) to purchase the following properties from _____, hereinafter called 'the Vendor'. I(we) the Undersigned, (Purchaser(s) hereby agree to and with the Vendor(s), to purchase certain lands in the District of **Corozal**, more particularly described as Parcel # _____ **Consejo Section**, Block **1**, Corozal District.

PURCHASE PRICE AND TERMS

1. The Purchase Price will be _____ **US\$ (US\$ _____)** in lawful money of **USA** payable as follows:

2. **Deposit** by cash or wire transfer to the escrow account of the vendor.
(Offer not valid until Offer to Purchase documents have been fully executed and a minimum 10% deposit (_____) has been received by Consejo Shores Limited).

3. Balance of Purchase Price

The sum of _____ **US\$ (US\$ _____)** shall be paid by wire transfer, to be received by the vendor **on or before the closing date** of this transaction, which shall be _____.

The Purchaser hereby offers to purchase the Property for the price and upon the terms set out herein, subject to the Conditions of Sale appearing on the reverse side hereof, and any rider (which must be in writing) attached hereto which the Purchaser has read. The Purchaser hereby agrees that acceptance of the Offer to Purchase shall constitute a binding contract on like terms and conditions. This Agreement contains the entire agreement between the parties, and Purchaser acknowledges that no representation of any kind whatsoever not therein contained have been made to induce the execution of this Agreement, and that the sole consideration for this Agreement is the terms specifically stated in writing therein. Neither this agreement nor any addendum thereto or modification thereof (which must be in writing) shall be binding on Vendor until executed by the Vendor or his authorized Agent.

(Witness) Purchaser(s) signature

(Witness) Purchaser(s) signature

Date _____ (day/mo./year)

This offer is irrevocable by the purchaser until midnight of _____ (day/mo./year)

Agreed to and accepted

(Witness) By Vendor(s)/Authorized Agent

Date (day/mo./year)



TERMS AND CONDITIONS OF SALE CONSEJO SHORES LTD

1. Upon Purchaser's timely payment in full and compliance with the terms hereof, Vendor will convey good and marketable title to Purchaser, free and clear of all liens and encumbrances, subject only to any exceptions, reservations, conditions and restrictions set forth in the Title, and the utilities reserved therein or as shown on the registered plan.
2. Vendor will not hereafter encumber the subject property without Purchaser's written consent.
3. So long as all payments required by this Offer to Purchase are current, the right herein may be assigned upon the written request of the Purchaser and with the written consent of the Vendor, which shall not unreasonably be withheld. The Vendor may assign its rights herein at any time.
4. Purchaser will pay his legal fees, the Escrow Agent fees and the recording costs of title transfer, including stamp duty and General Sales Tax if applicable.
- 5. The purchase is contingent upon notifying Central Bank of Belize of Buyers' purchasing property. All documentation to be submitted to Central Bank must be submitted to Consejo Shores Ltd. within 5 days of full execution of Purchase agreement.**
6. Time is of the essence of the Offer to Purchase Agreement. If, after the Vendor's acceptance hereof, the Purchaser shall fail to pay the Vendor any sum due hereunder on or before the date same is due, or otherwise fail to perform any of the terms and conditions hereof, the Purchaser shall be in default. In consideration of the Vendor's removing the Property from Sale and turning away other prospective purchasers, the Vendor shall be entitled to retain 10% of the purchase price, paid by the purchaser as liquidated damages for such default. Thereafter, neither party shall be under any liability to the other party whatsoever.
7. All notices contemplated by this Offer to Purchase Agreement shall be in writing. Notices to the Vendor shall be addressed to the Vendor's agent, Consejo Shores Ltd, P.O. Box 35, Corozal Town, Belize, by registered airmail if international, or registered mail if not. Notices to the purchaser shall be given in the same way, to his address of record with the vendor. The notices thus given shall be deemed to be properly given 14 days after mailing internationally or 5 days inside Belize.
8. Faxed/e-mailed copies of this agreement and covenants shall be acceptable for the purposes of validity until the respective parties receive originals of such document.
9. This Agreement shall be construed under the laws of BELIZE.
10. Protective Covenants, duly executed, and all attachments, are hereby incorporated and made part of, this
Offer To Purchase, and are attached hereto.
11. Payments are to be made to the Vendor at his (their) direction.

Contents of the Offer to Purchase to Purchase:

Consejo Shores Offer to Purchase Contract (Pages 1 & 2)
Consejo Shores Protective Covenants (Pages 3 & 4)
Building in Consejo Shores, Documents Required Prior to Construction (Page 5)
Sample of CSL's "No Objection" letter for CBA (Page 6)
Consejo Shores Parks and Roads Trust Road Heavy Use Fee (Pages 7 & 8)
Addendum to the Offer To Purchase – Contingency of Sale (Page 9)
Map of Relevant Developed Area Plan (Page 10)

Acknowledged _____, Purchaser(s) Date _____ (day/mo/year)

Acknowledged _____, Purchaser(s) Date _____ (day/mo/year)

Acknowledged _____, Vendor(s) Date _____ (day/mo/year)

These Covenants apply to all single-family residential properties within the Consejo Shores development area known as Phase Three. This is a private, planned community. The Protective Covenants are designed to maintain and enhance the quality/value of our community. Property owners agree to abide by the following:

CONSEJO SHORES PHASE THREE - PROTECTIVE COVENANTS Sept. 18, 2020

1. Lots designated "single-family residential" shall be used for single-family residential purposes only, unless otherwise designated, in writing by Consejo Shores Limited (CSL).
2. There shall be no re-division of single-family residential lots to make a building site smaller than the existing size.
3. Lot owners must obtain approval from the Central Building Authority for the design and construction of all buildings. All construction is to be built in compliance with the CBA regulations.
4. All property boundary survey monuments must be verified before starting or contracting work on your parcel.
5. Sewage waste disposal is by the means of suitably-sized, sealed system with adequately designed and sized leach fields or any other similar or better system of choice. Treated wastewater or grey water shall lead to a leach field and not discharge directly into the natural drainage system.
6. Water supply is the property owner's responsibility. The primary source of water should be via the use of rainwater catchment.
7. In some areas, High Voltage electrical power is already available via Belize Electrical Ltd. If High Voltage electrical power is not accessible to your parcel, the cost of installation is the responsibility of the property owner. All Low Voltage wiring is the responsibility of the property owner.
8. All solid waste disposal should be transported to and disposed of at an approved site for Corozal Town and surrounding communities. No burning or burial of waste is allowed.
9. No building shall be erected less than ten feet from the side, back and front lot lines. If you own adjoining parcels and wish to encroach on the 10' foot setback area for building purposes, the parcels will need to be merged into one parcel, legally via the Land Utilization Authority (LUA)/Physical Planning Section, prior to submission of architectural plans.
10. There is a Road Heavy Use Fee on all construction (please see attached Road Heavy Use Fee Form). It is to be calculated, approved and paid prior to commencement of construction.
11. Construction site to be kept clean & tidy at all times for looks, and the safety of workers. No trespassing on adjoining lots. There must be a garbage container on property, contents to be continually removed to the Corozal dump by the contractor.
12. All building materials must be only on owner's property, not neighbour's property or road, and for security reasons – all workers must stay on the building site property except when traveling to or from work.
13. Once commencement begins on construction of a building on a subject property, the property owner has 18 months to complete construction without reasonable cause for delay.

14. Traveled surface roadways may differ from the actual road right of way (66' and 50' on cul-de-sac). Please verify correct survey monuments when planning your construction. In addition, no trees, bushes, decorative monuments, sheds, carports, driveways, dump-age of debris, etc. can be placed within the road right of way area, without prior consent from CSL (and/or their appointed representative entity). In most cases, there is an area approximately 10 feet wide between the edge of the road surface and your survey monuments. Because electric lines may run under this area, it is important not to disturb it. Electric and telephone lines may also be above the strip. If a property owner chooses to extend their driveway with gravel over this 10' area, it is their responsibility and expense to remove/replace such driveway in the event that access to this area is necessary.
15. No one shall be allowed to perform any type of digging or trenching along any part of the 66' roadway area without prior consent from Consejo Shores Ltd. (and/or their appointed representative entity). The performing party must return the road condition to the same road condition as prior to their activity. This may require additional work from the responsible party for up to nine months as the repair work "settles" in. (No speed bumps or divots.)
16. Boundary fences or hedges are to be constructed/planted on the inner side of owner's property line. Boundary fences are not to exceed 6 feet height above natural ground level so as not to obstruct view or wind.
17. All buildings and property shall be maintained in good repair, free of debris; stored goods, unsightly vehicles and trailers, shacks, tents, etc. shall not be permitted except during construction, and then only for a maximum of 18 months. Cleared parcels with or without buildings shall be kept grass-cut and tree-trimmed, including the area of property up to the edge of road surface. There is to be no burning of any kind (trash, brush, garbage, etc.).
18. Only domestic animals, including hen chickens (six maximum), are permitted, and these must be contained on the owner's property or on a leash, and, in any case, not disturbing other residents (e.g. barking, odors).
19. As a property owner, I will become a member of Consejo Shores Phase Three Property Owner's Association and abide by its' rules when such an association or its equivalent, comes into existence.
20. It is a Sellers'/Seller's representative's responsibility to inform prospective purchasers/transferees that this is a private, planned community. New purchasers/transferees are to sign the most current Protective Covenants, including Attachments, prior to closing, and, provide executed and dated originals to CSL as soon as feasible.
21. Amendments to these Consejo Shores Phase Three Protective Covenants and attachments may be changed from time to time by the developer and a representative of the Association (when established). This amended version is in effect as of Sept. 20, 2020. Notifications of any revisions will be sent to (emailed or mailed (if e-mail is not available)) to all lot owners and the Land Registry Dept. in Consejo Shores Phase Three as well with a request for acknowledgement of receipt.

I have read, understood and agree to these Protective Covenants.

Parcel # _____ Consejo Section, Block 1, Corozal District.

Agreed to: _____

Purchaser's Signature

Purchaser's Signature

Date

Purchaser's Signature

Purchaser's Signature

Notary Public/Justice of the Peace

Building in Consejo Shores

Documents Required Prior to Construction

Residential and commercial development in Belize is regulated by the Central Building Authority (CBA) by means of a building permit process. Consejo Shores has Protective Covenants as well regarding some conditions of development within the Relevant Developed Area of the community. The two entities are mutually supportive of this process, and building permits should only be issued by CBA after receipt of a "No Objection" letter from Consejo Shores Ltd. (CSL).

Consejo Shores is a private, planned community. The Protective Covenants and all attached documents are designed to maintain and enhance the quality, value and integrity of our community.

Current forms required to be completed by the property owner/contractor are available below. These should be submitted to CSL, along with your architectural building plans. Plans must include a combination of all square footage "under roof" which includes garages, porches and guest units. (Guest units are approved by CBA for residential use only. In addition, if you are a QRP resident, the Belize Tourism Board clearly states that: Qualified Retired Persons shall not be engaged in gainful employment or have an investment that generates income in Belize. See QRP Application Form #8.B.) The 10 (ten) foot building setbacks are mandatory on each parcel. If you own adjoining parcels and wish to encroach on the 10' foot setback area for building purposes, the parcels will have to be merged into one parcel prior to submission of architectural plans.

Signed and dated documents required along with submission of the architectural drawing for review by CSL are:

Consejo Shores Phase Three Protective Covenants

CSL Road Heavy Use Fee Form

Applicable fees must be paid prior to issuance of CSL's "No Objection" letter which is required by CBA for the building permit within the residential area of Consejo Shores.

The related document below must be signed as "Read and Acknowledged".

Consejo Shores Phase Three Map



Consejo Shores Limited

P.O. Box 35 Corozal Town, Belize, Central America
Phone: 011-501 423-1005 consejoshores@gmail.com
www.consejoshores.com

Sample of "No Objection" letter. The letter will not to be signed by CSL until submittal to, and approval of architectural plans by CSL. Owner is required to submit applicable fees prior to receipt of this letter. Please see the Consejo Shores Ltd. website – [Building in Consejo Shores](#) for complete details.

To: Central Building Authority
Director of Building Control
117 North Front Street
Second Floor, Belize City

Re: Consejo Shores and Central Building Authority – Letter of NO OBJECTION

This will serve to confirm that Consejo Shores is a Residential and Commercial Development, which was approved by the Ministry, and surveyed in the early 1970's, under the auspices of W.N.Wildman LLS. (Bz), O.L.S, C.S.L., has Protective Covenants which have been amended several times over the years.

It may be noted that there is no valid homeowner's association/management authority as yet, that has the authority to certify that the applicant's building construction architectural plans adhere to the CBA regulations, so I am signing, on behalf of Consejo Shores Ltd., with respect to the terms of the said Covenants.

This letter confirms that _____, property owner(s) of Parcel # _____, Consejo Shores, is/are applying for a building permit with CBA and are in compliance with the building procedures and their property boundary survey monuments are verified for the Relevant Developed Area (RDA) of Consejo Shores.

Please see attached Consejo Shores Protective Covenants.

Permit application plans are to erect/alter/change a building (circle one):

1. Square footage of residence _____
2. Square footage of garage _____
3. Square footage of guest unit _____
All Guest units are approved by CBA for Residential Use only.
4. Carport – pool – pier - fence (circle applicable items)

Permit application plans to erect/alter/change a building, guest unit, garage, carport, fence, pier and pool should be made directly to the Central Building Authority if they are not included in this NO OBJECTION letter. Compliance with the building procedures for the RDA still applies to any additional construction.

Thank You,

Carol Gabriel (Wildman) ... for Consejo Shores Ltd.

Date



ROAD HEAVY USE FEE (Revised September, 2022)

Construction projects pose an additional burden on our roads, resulting in a need to collect a Road Heavy Use Fee (RHUF). Road Heavy Use Fees are used to offset the costs of maintaining our community roads to the highest standards possible.

New Construction Projects:

As described in Item #1 of the Consejo Shores Procedures for Building Construction rev. Nov. 26, 2018 for parcels within the Relevant Developed Area (RDA):

A Road Heavy Use Fee (RHUF) has been calculated for single family and other than single family residential parcels. RHUFs are based on square footage of the architect's plan for: house/residence, garage, swimming pool and multi-use structures. The fee is to be paid to Consejo Shores Parks & Roads Trust Ltd. (CSPRTL) and will be collected before the project begins.

- RHUF is: \$0.55 BZD per construction square foot.

Fees are valid for two years from the date of issuance of the building permit by the Central Building Authority (CBA). Fees are subject to revision in the future. Within the two year window of initial construction, provided the items are on the approved building plan, the above fee includes the following: cisterns, septic tanks, fences, landfill, topsoil, pilings and cave repairs.

Note: Not included in New Construction project RHUFs are: Property clearing, sea walls, retaining walls and non-construction landfill (landfill other than under the building footprint), these are charged separately.

Additional Construction Projects:

Property clearing, sea walls, retaining walls and non-construction landfill (landfill other than under the building footprint, examples: rock, whiterock, soil, marl, etc.) are not included in New Construction Projects RHUFs and are charged separately. Whenever possible the number of loads will be reasonably estimated and paid in advance.

- Property clearing, sea walls, retaining walls and non-construction landfill - RHUF is \$5.00 per load

Either not on the original building plans, not within the two year construction time frame, or for any property owner with an existing residence:

- swimming pool, cistern, garage or multi-use structure - RHUF is \$0.55 BZD per square foot
- fences and docks/piers - RHUF is \$0.25 BZD per linear foot

Other than single family residential parcels:

Because non-building construction projects on parcels other than single family residential can be large, an additional RHUF will be required. Such additional fees will be negotiated between CSPRTL and the parcel owner and will be included in the calculations shown below if applicable.

Note 1: RHUF does not apply to parcels NOT using Consejo Shores community roads.

Note 2: Park land CANNOT be used for access during the construction period without prior authorization from CSPRTL.

Note 3: RHUF may be revised by the CSPRTL Board of Directors.



ROAD HEAVY USE FEE CALCULATION PAGE (Revised September, 2022)

PARCEL NUMBER: _____

CALCULATIONS:

☐ New Construction: **Square Footage x \$0.55 BZD = \$**

☐ Property clearing, sea walls, retaining walls and non-construction landfill: **# of Loads x \$5.00 BZD = \$**

☐ Swimming pool, cistern, garage or multi-use structure: **Square Footage x \$0.55 BZD = \$**

☐ Fences and docks/piers : **Linear Feet x \$0.25 BZD = \$**

☐ Other than single family residential parcel - **negotiated RHUF \$**

~~~~~  
Verified by CSPRTL Board Member:

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

I UNDERSTAND AND AGREE TO THE ROAD HEAVY USE FEE TERMS:

Parcel Owner Signature:

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

Consejo Shores Parks & Roads Trust Ltd. - P.O. Box 412, Corozal Town, Belize  
email: [consejopnr@gmail.com](mailto:consejopnr@gmail.com)





*Consejo Shores Limited*

P.O. Box 35 Corozal Town, Belize, Central America

TEL.501 423-1005 [consejoshores@gmail.com](mailto:consejoshores@gmail.com)

[www.consejoshores.com](http://www.consejoshores.com)

### **Addendum to the Offer to Purchase – Contingency of Sale Parcel \_\_\_\_\_.**

This Offer To Purchase and Terms and Condition of Sale is contingent upon Consejo Shores Limited receiving:

- 1. Signed copy of Complete Purchase Package**
- 2. Certified/Notarized copy of passport or identification document for purchaser that is accepted by the Land Registry Department and Central Bank of Belize**
- 3. Signed copy of Addendum to the Offer to Purchase – Contingency of Sale Parcel \_\_\_\_\_.**

Consejo Shores Limited is selling Parcel \_\_\_\_\_ located in the Under-developed area of Consejo Shores' development \_\_\_\_\_.

The purchasers are responsible for installing their own utilities on their property as Consejo Shores Limited will not be providing these services now nor in the future. This also includes clearing of the property and removing all cuttings. It is the sole responsibility of the purchasers.

The purchasers are to inform Consejo Shores Limited office when they're clearing the property and who will be the one in charge.

Once all documents are received and approved, and CSL is in receipt of Central Bank notification letter for the purchasers, full payment for the purchase of Parcel \_\_\_\_\_ can be received.

Closing date on or before 30 days after execution of the purchase contract by all parties. This date may be extended if necessary, in writing upon mutual agreement.

Agreed to: \_\_\_\_\_

Print Name

Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser's signature

\_\_\_\_\_  
Purchaser's signature

\_\_\_\_\_  
Witness

Agreed to: \_\_\_\_\_

Print Name

Vendor's signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

Consejo Shores Phase 3 Development Map as of 18th September 2020.

