



**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 receipt of Buyer’s approval to purchase property from the Central Bank of Belize. All documentation to be submitted to Central Bank must be submitted to Consejo Shores Ltd. within 5 days of full execution of Purchase agreement. The “Good Faith” deposit of 10% of the purchase price is due and payable within 5 days of receipt of Central Bank approval.**
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)
- Consejo Shores Ltd. Procedures for Building Construction (Pages 5 & 6)
- Building Obligations (Page 7)
- Sample of CSL’s “No Objection” letter for CBA (Page 8)
- Consejo Shores Parks and Roads Annual Fee Agreement (Page 9)
- Consejo Shores Parks and Roads Road Heavy Use Fee (Page 10)
- Copy of Consejo Shores Ltd. “Burn Pile” agreement (for info if Purchaser decides to use this facility) (Page 11)
- Map of Relevant Developed Area Plan (Page 12)

Acknowledged \_\_\_\_\_, Purchaser(s)      Date \_\_\_\_\_ (day/mo/year)

Acknowledged \_\_\_\_\_, Purchaser(s)      Date \_\_\_\_\_ (day/mo/year)

Acknowledged \_\_\_\_\_, Vendor(s)      Date \_\_\_\_\_ (day/mo/year)



## Consejo Shores Limited

P.O. Box 35 Corozal Town, Belize, Central America  
Phone: 011-501 423-1005 consejoshores@gmail.com  
[www.consejoshores.com](http://www.consejoshores.com)

**These Covenants apply to all single-family residential properties within the "Outlined Relevant Developed Area" of Consejo Shores. 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 PROTECTIVE COVENANTS**

Revised July 11, 2018

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 existing size.
3. All property owners must adhere to the Government of Belize Central Building Authority rules and regulations, including "Documents Required Prior to Construction," and sign, and adhere to the most current Consejo Shores "Procedures for Building Construction", prior to any construction or additional construction on their property.
4. Prior to commencement of construction, a temporary operating toilet or onsite sanitary facilities must be built on the subject property for use during the building construction, in accordance with the Government of Belize regulations, and shall be subject to inspection during construction, and to approval by CSL before use. Water must be supplied to the toilet.
5. 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 have to be merged into one parcel prior to submission of architectural plans.
6. Once commencement begins on construction of a building on a subject property, the property owner has 18 months to complete construction. If construction is not finished within this time frame, without reasonable cause for delay, the Central Building Authority of Belize will be notified and they will proceed with their enforcement of this Covenant.
7. Traveled surface roadways may differ from the actual road right of way (66'). Please verify correct survey monuments when planning your construction. In addition, no trees, bushes, decorative monuments, sheds, carports, driveways, dump-ages of debris, etc. can be placed within the road right of way area, without prior consent from CSL. It is the property owner's responsibility to maintain the area completely up to the traveled road surface. In most cases, there is a strip of grass, approximately 10 feet wide between the edge of the road surface and your survey monuments. Because electric lines and water pipes run under this strip, it is important not to disturb it. Electric and telephone lines are also strung above the strip. If a property owner chooses to extend their driveway with gravel over this 10' area (due to poor drainage from roadway), it is their responsibility and expense to remove/replace such driveway in the event that access to this area is necessary.
8. 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 Parks and Roads (CSPRTL) (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.)
9. 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.

10. 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. Lots 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.) on lots Consejo Shores.
11. Only domestic animals 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).
13. As a Consejo Shores property owner, I agree to make the annual maintenance payment to Consejo Shores Parks and Roads Trust Limited (CSPRTL), which maintains the Common Areas/Parks, and, as of January 1, 2014, the roads within the outlined "Outlined Relevant Developed Area", payable 1st January or prorated to end of year for new owners.
14. It is the responsibility of the property owner to provide their contact information, to the Consejo Shores Parks and Roads Trust Ltd (CSPRTL). CSPRTL email is consejopnr@gmail.com, P.O. Box 412, Corozal Town, Belize.
15. 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 CSPRTL as soon as feasible.
16. "Villa Lots" and "Wavesongs Lots" are subject to prior variations of covenants.
17. These attachments may be changed from time to time by agreement between the developer (CSL) and a representative of the Association that represents the community (currently CSPRTL). This amended version is in effect as of April 10, 2018.

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

Parcel #s \_\_\_\_\_ Consejo Section, Block 1, Corozal District.

Each time any of these documents are revised, they will be given (emailed or mailed (if e-mail address is unavailable) to all property owners within the Relevant Developed area of Consejo Shores with a request for acknowledgement of receipt by the owners.

Agreed to: \_\_\_\_\_  
 Print Name

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Purchaser's Signature	Date	Witness	Date
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\_\_\_\_\_  
 Print Name

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Purchaser's Signature	Date	Witness	Date
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## Consejo Shores Limited

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

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

### **CONSEJO SHORES LTD. Consejo Shores Procedures for Building Construction**

**Revised Date: Nov. 26, 2018**

Residential and commercial development in Belize is regulated by the Central Building Authority (CBA) by means of a building permit process. All building within Consejo Shores are to be built in compliance with the CBA regulations.

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 issued by CBA after receipt of a "No Objection" letter from Consejo Shores Ltd.

The letter will not to be signed by CSL until submittal to, and approval of architectural plans by CSL, plus the following:

The owner(s) is required to submit signed, current applicable forms and receipts for fees paid, prior to receipt of this letter. These include: Consejo Shores Protective Covenants, Consejo Shores Procedures for Building Construction, CSPRTL Annual Fee, and the CSPRTL Road Heavy Use Fee. For further information, please see Building in Consejo Shores. Also, these additional documents shown be signed "Read and Acknowledged": Sample of the CSL "No Objection" letter, CSPRTL Parks and Roads Use Guidelines, Relevant Developed Area Map, CSL Burn Pile Agreement.

1. A Road Heavy Use Fee is to be calculated, approved and paid to CSL Road Maintenance Fund before issuance of the "No Objection" letter. Starting January 1, 2014, payment will be made directly to Consejo Parks and Roads Trust Limited (CSPRTL). Construction projects place an additional burden on our roads. A Road Heavy Use Fee has been calculated for parcels based on the total square footage of the architect's plan for houses, garages and multi-use structures. The fee is to be paid to Consejo Shores Parks & Roads Trust Limited and will be collected before the project begins. Prices are subject to revision in future. The fee is based on the square footage of the building at .55 BZ. (Cisterns, septic tanks, fences, minor landfill, topsoil, pilings and cave repairs are included with building square footage. Please see the Road Heavy Use Fee Attachment.) (Square footage to be verified upon issuance of the CBA Building permit.)
2. During the initial phase of construction, a temporary operating toilet or onsite sanitary facilities must be built on the subject property for use during the building construction. Water must be supplied to a toilet.
3. High voltage electrical power will be provided by B.E.L. Low voltage wiring (from the meter bank to the individual property boundary) is the responsibility of the property owner. For clarification purposes, this wiring needs to run underground from the meter bank to the parcel boundary. If meter bank is on the opposite side of the road, it will need to be installed under the community road to the parcel, not overhead.
4. Construction site to be kept clean & tidy at all times for looks and 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.
5. All building materials must be only on owner's property, not neighbour's property, road nor seafront 66' reserve, and for security reasons – all workers must stay on the building site property except when traveling to or from work.
6. ~~Water pressure systems are not to pump directly from Consejo Shores system. The piped water systems may only be permitted to flow under its own pressure into a holding tank, to be re-pressurized by the user. As of July 1, 2018, CSL will no longer be providing piped water to the development.~~

7. During construction of building, access to water is available via the CSL well located on the golf course. The payment for usage of this water is BZ.\$150.00 per month, prepaid to CSL. The same is applied for Lots along Corozal/Road or others not within Consejo Shores, due to the fact that the Road Heavy Usage Fee does not apply to these parcels, unless they choose to use the roads within Consejo Shores for building material access.
8. No building shall be erected less than ten feet from the side, back and front lot lines. No structures are allowed on the 66' Government Reserve (Queen's land) on all waterfront parcels.
9. Once commencement begins on construction of a building on a subject property, the property owner has 18 months in which to complete construction. If construction is not finished within this time frame, without reasonable cause for delay, the Central Building Authority of Belize will be notified and they will proceed with their enforcement of this Covenant.
10. Traveled surface roadways may differ from the actual road right of way (66'). Please verify correct survey monuments when planning your construction. In addition, no trees, bushes, decorative monuments, sheds, carports, driveways, etc. can be placed within the road right of way area, without prior consent from CSL. It is the property owner's responsibility to maintain the area completely up to the traveled road surface. In most cases, there is a strip of grass between the edge of the road surface and your survey monuments approximately 10 feet wide. Because electric lines and water pipes run under this strip, it is important not to disturb it. Electric and telephone lines are also strung above the strip.
11. 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 CSL (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.)
12. Amendments to these Covenants may be changed from time to time by the developer. This amended version is in effect as of Nov. 26, 2018.
13. Consequence of Non-Compliance – can be closing down of construction by CBA.

Parcel #s \_\_\_\_\_ Consejo Section, Block 1, Corozal District.

I have read, understood and agree to this attachment to the Consejo Shores Purchase Contract. Each time revised, this is to be given (emailed or mailed (if e-mail is not available)) to all lot owners in Consejo Shores as well as CSPRTL with request for acknowledgement of receipt.

Print Name: \_\_\_\_\_

Agreed to by Purchaser(s)/Owner(s) \_\_\_\_\_ Date \_\_\_\_\_

Agreed to by Purchaser(s)/Owner(s) \_\_\_\_\_ Date \_\_\_\_\_

Agreed to by Contractor(s) \_\_\_\_\_ Date \_\_\_\_\_



## Consejo Shores Limited

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### **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 Protective Covenants**

#### **CSL Procedures for Building Construction**

After CSL's review and acceptance of the architectural drawings and receipt of the above, the owner will need to meet with Consejo Parks and Roads Trust Ltd. (CSPRTL) for signed approval of the following documents, and payment of all applicable fees.

#### **CSPRTL Annual Fee Form**

#### **CSPRTL Road Heavy Use Fee Form**

Upon completion of the above, the owner(s) will have to re-submit all signed documents to CSL with copies of paid receipts of applicable fees prior to issuance of CSL's "No Objection" letter which is required by CBA for the building permit within the current Relevant Developed Area of Consejo Shores.

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

#### **CSPRTL Parks and Roads Use Guidelines**

#### **Relevant Developed Area Map**

#### **CSL Burn Pile Agreement**

We have tried to simplify this process but all documents are mandatory. If you have any questions, please contact Consejo Shores Parks and Roads Trust by email at [or](mailto:or@consejoshores.com) Consejo Shores Ltd. at Consejo Shores Ltd.

**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.**



*Consejo Shores Limited*

P.O. Box 35 Corozal Town, Belize, Central America  
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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 # \_\_\_\_\_, \_\_\_\_\_ (Address) \_\_\_\_\_, Consejo Shores, is/are applying for a building permit with CBA and are in compliance with the building procedures 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





Consejo Shores Parks & Roads Trust Limited  
PO Box 412, Corozal Town, Corozal, Belize  
Email [consejopnr@gmail.com](mailto:consejopnr@gmail.com)

*Consejo Shores Parks & Roads Trust Limited is a non-profit organization established in 2010 to permanently preserve and maintain community parks, roads and other amenities for the use of Consejo Shores' property owners and to represent the interests of property owners in our community.*

**ANNUAL FEE**

July 2015

The Annual Fee is \$300 BZD per year for each single-family parcel. The Annual Fee is due by January 1<sup>st</sup> or prorated to the end of the year for new property owners. The Annual Fee may be revised in the future. Annual Fee funds are used for maintenance and improvements of the parks and roads.

New Property Purchase: The pro-rated fee of \$25.00 BZD per month is due at closing.  
Month and Year of Closing \_\_\_\_\_  
Annual Fee Amount Due \_\_\_\_\_

I agree to pay the Annual Fee to Consejo Shores Parks & Roads Trust Limited for each successive year that I own the property.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_

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

Phone: \_\_\_\_\_ Parcel Number \_\_\_\_\_

**Consejo Shores Parks & Roads Trust Limited**  
**Consejo Shores – PO Box 412, Corozal Town, Belize**  
*Email consejopnr@gmail.com*  
**ROAD HEAVY USE FEE – Effective AUGUST, 2018**

As described in # 2 of the **Consejo Shores Procedures for Building Construction**  
CONSTRUCTION ON SINGLE FAMILY RESIDENTIAL PARCELS AND ON PARCELS OTHER THAN SINGLE FAMILY  
RESIDENTIAL within the **Relevant Developed Area**

Construction projects place an additional burden on our roads. A **Road Heavy Use Fee** has been calculated for Single Family Residential Parcels and for other than Single Family Residential Parcels. The fee is based on the total 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 Limited and will be collected before the project begins.

**Construction Square footage x \$0 .55 BZD**

Fees are valid for two years from the date of issuance of the building permit by the Central Building Authority of Belize (CBA). Fees are subject to revision in the future. Within the two year window of initial construction, and 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.

**Property Clearing, Sea Walls, Retaining Walls and non-construction landfill (landfill other than under the building footprint) will be charged separately at the following graduated fee schedule:**

1-10 loads..... \$5.00 BZD per load  
11-30 loads.....\$10.00 BZD per load  
31 plus loads.....\$15.00 BZD per load

Whenever possible the number of loads will be reasonably estimated and the fee paid in advance.

**ADDITIONAL CONSTRUCTION PROJECTS-** either not on the original building plan, not within the two year time frame, or for any property owner with an existing residence(s) wanting to add the following: swimming pool, cistern, garage or multi-use structure, the fee will be **\$0.55 BZD per square foot**. Fences and Docks/Piers will be charged a fee of **\$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 Road Heavy Use Fee will be required. Such additional fees will be negotiated between the Trust and the parcel owner and will be included in the calculations shown below if applicable.

**NOTE:** Road Heavy Use Fees do not apply to parcels not using Consejo Shores Community Roads for access during the construction period. The Fee structure and Definitions for Roads Heavy Use may be changed with full Board approval.

**Parcel Number** \_\_\_\_\_ **Calculations:**

Verified by: \_\_\_\_\_

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

**I understand and agree to the above.**

Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_



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Dear Consejo Shores Property Owners,

Regarding use of the current Consejo Shores Ltd. "burn pile":

We have listened to Consejo Shores property owners concerns expressed individually, and through your Community Association. During 2018, we will allow owners, who pay a fee to subsidize some of our costs, to use the Consejo Shores Limited burn pile under the following conditions:

1. The semi-annual fee of \$ 50 Bz. per owner (approx. \$2.00 BZ) per week) must be paid at the Consejo Shores Limited office before you or your contractor uses the burn pile.
2. Garden and yard trimmings only. No garbage, construction waste, etc.
3. No waste from lot clearing. No mangrove. No stumps. No logs over 6-inch diameter and no longer than 2 feet.
4. Place material on top of the pile, not around or near the pile.
5. This privilege will terminate on December 31, 2018. However, it may be extended if it is experienced that the stated conditions have been adhered to by the community. We will work with you and your Community Association to assist the community in finding a long-term solution.
6. Burning waste on your own property or dumping it on roads or other owners' property is a violation of Community Covenants and shows disrespect. Please be respectful of your neighbours.
7. If an individual property owner violates the above-stated guidelines, their privileges will be revoked without refund of fees paid.
8. C.S.L will continue to use the burn pile, at their own discretion and cost.

USE OF THE BURN PILE IS A PRIVILEGE, NOT A RIGHT! PLEASE TREAT IT AS SUCH.

Please return this notice, signed by the property owner and their landscape contractor, along with the usage payment of \$50. BZ, to the CSL office, prior to usage of the burn pile. If you do not agree with these conditions - DO NOT USE THE BURN PILE.

Carol Gabriel (Wildman)  
For Consejo Shores Limited  
May 26, 2018

_____		_____	
Property Owner	Date	Landscape Contractor	Date
_____		_____	
E-mail Address	Phone Number	E-mail Address	Phone Number

# Attachment # 1

Consejo Shores Parks and Roads Lease and Administration Agreement  
Plan of Consejo Shores Limited subdivision showing Relevant Developed Area  
outlined in black as of 28th July 2017.

