

**Belize. OFFER TO PURCHASE CONSEJO SHORES LTD ®**

P.O.BOX 35, COROZAL TOWN, BELIZE Tel 501-423-1005 Fax 423-1006

E-mail:consejoshores@gmail.com



PURCHASER(S)

\_\_\_\_\_  
First Name Middle Last Name / Company Name

\_\_\_\_\_  
First Name Middle Last Name

ADDRESS

\_\_\_\_\_  
Street Address City

\_\_\_\_\_  
State/Province Country Postal Code

TEL: \_\_\_\_\_ E-mail: \_\_\_\_\_ FAX: \_\_\_\_\_

Purchaser(s) offer(s) to purchase the following property 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 certified check, or bank draft or wire transfer to the escrow account of the vendor. (Offer not valid until Offer to Purchase documents have been fully executed and minimum 10% deposit ( \_\_\_\_\_) has been received by the escrow agent).

**3. Balance of Purchase Price**

The sum of \_\_\_\_\_ (**\$** \_\_\_\_\_) shall be paid by wire transfer, Cash, Certified Check or Bank Draft to the Escrow Agent, to be received 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

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 ®**

(Use of the singular includes the plural and gender is interchangeable) December 26, 2010

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.
5. 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.
6. 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.
7. 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.
8. This Agreement shall be construed under the laws of BELIZE.
9. Protective Covenants, duly executed, are hereby incorporated and made part of, this Offer To Purchase, and are attached hereto, as page 3.
10. Payments are to be made to the Vendor's authorized agent/escrower, at his direction.

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

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

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

**CONSEJO SHORES® Protective Covenants**

Revised January 2012

Incorporated Into and Made Part of the Purchase Agreement for all single-family residential properties within the "Outlined Relevant Developed Area" of Consejo Shores.

This is a private, planned community. The covenants are designed to maintain and enhance the quality/value of our community. By becoming a property owner here, you agree to abide by the following:

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 "Building 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. Septic sewage disposal systems shall be in accordance with the Government of Belize regulations, and shall be subject to inspection during construction, and to approval by, CSL before use.
5. Water pressure systems are not to pump directly from Consejo Shores system. The piped water systems may only be permitted to enter under its own pressure into a holding tank, to be re-pressurized by the user.
6. No building shall be erected less than ten feet from the side and front lot lines.
7. 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.
8. 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 one year. 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 in Consejo Shores.
9. 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).
10. 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 in the outlined "Outlined Relevant Developed Area" (see Attachment #1). Payable 1<sup>st</sup> January or prorated to end of year for new owners.
11. It is the responsibility of the property owner to provide their contact information, to Consejo Shores Ltd (CSL) and to the Parks and Roads Trust Ltd (CSPRTL). CSL email is consejoshores@gmail.com and CSPRTL email is cparkandroads@yahoo.com.
12. 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 CSL Protective Covenants, including Attachments, prior to closing, and, provide executed and dated originals to CSL as soon as feasible.
13. "Villa Lots" and "Wavesongs Lots" are subject to prior variations of covenants.
14. Amendments to these Covenants 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 January, 2012.

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

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

Agreed to:

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Purchaser	Date	Witness	Date
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Purchaser	Date	Witness	Date
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Attached: [#1 "Outlined Relevant Developed Area" Plan, January 2010"](#)  
[#2 Government of Belize, Central Building Authority, Documents Required for Review](#)  
[#3 Consejo Shores Procedures for Building Construction](#)