

ARTICLE 15 FURTHER SPECIAL TERMS AND CONDITIONS

Suikerpalm B.V. or its successor in interest shall not impose on buyer any further special provisions and stipulations other than the following and buyer shall comply with the following terms and conditions of the subdivision plan of which the property sold is a part.

Zoning regulations:

15.1 Definitions

In this subdivision plan the following is meant by:

- a) Structure: every construction made of wood, stone, metal or other material, which, in the place where it is located, either directly or indirectly is connected to the ground, either directly or indirectly finds support in or on the ground;
- b) Building: any structure, which has a roof and is partially or wholly enclosed by walls and is accessible to people;
- c) Dwelling: a building or part of a building that by itself is intended to be the home of one or more people;
- d) Construction area: the part indicated on the map attached to the subdivision plan outlining the part of each plot on which construction may take place;
- e) Outbuilding: a building with an independent roof, which from its looks indicates it to be a subordinate area of a main building built on the same plot;
- f) Carport: a building having at most two walls and a roof, the purpose of which is to serve as a garage for a motor vehicle;
- g) Septic tank: an underground, impermeable receptacle for the collection and storage of household wastewater, including bathroom soil, in accordance with the prescriptions of the department of R&O, which are applicable at the time of installation thereof.
- h) Transformer box: a structure intended to contain transformers and the high and low voltage connections of WEB NV;
- i) WEB compartment: a structure on the border of the property and the public road for the connections of water, electricity, telephone and cable television;
- j) Road: all open land or paths available for traffic, including the bridges and culverts located on or in the land, the roadsides and sides belonging to the grounds, as well as the parking spaces located on the side of a road, which are indicated as such;
- k) Green area: an area, which is exclusively destined for planting and recreation;
- l) Ground level: the surface of the terrain surrounding a structure;
- m) Constructing: placing or building in whole or in part, renewing, changing or enlarging a structure;
- n) Eilandsraad: the entity composed of Lieutenant Governor and parliament (in Dutch: *Gezaghebber en Gedeputeerden*) of the public legal person Bonaire;
- o) Eilandsraad: the island council of the public legal person Bonaire;
- p) Gezaghebber: the Lieutenant Governor of the public legal person Bonaire;
- q) R&O: the department for zoning;
- r) Bestuurskantoor: the office of the insular administration located in Kralendijk;

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15.2 Instructions for measuring

For the implementation of the zoning regulations the following stipulations are applicable:

- a) The height of a structure is measured from the average height of the terrain on which the structure is built and the highest point of the structure, the average height of the terrain being its height after it has been prepared for construction;
- b) The ground surface and the contents of a structure are measured between the exterior facade surfaces;
- c) The distance between a structure and the construction plot boundary is measured from the point of the structure, which is closest to the plot boundary and is at right angles to that plot boundary;

15.3 Zoning

The plots marked on the subdivision plan are intended for the construction of dwellings and the following provisions are applicable for same:

- a) for each construction area marked on the subdivision plan at most one (1) dwelling may be built;

Outbuildings are to form a single unit together with the dwelling, separate buildings are not permitted with the exception of a pump house, which may also be used as storage room and which may have a maximum dimension of ten square meters (10 m²);
- b) for each dwelling a carport may be built of at most fifteen square meters (15 m²) and of which one side is attached to one of the side walls of the dwelling;
- c) 60% of the construction area shall remain free from construction, uncovered and unpaved;
- d) the maximum height of the dwelling is given in the zoning regulations of Bonaire;
- e) the dwelling shall contain an impermeable septic tank of at least ten cubic meters (10 m³) for the collection of household wastewater. The septic tank shall be in accordance with the requirements of the department of R&O, which are applicable at the time of installation thereof.
- f) de septictank shall consist of at least three (3) connected rooms;
- g) de septictank shall be constructed entirely underground and the top may reach up to twenty centimeters (20 cm) above ground level;
- h) the dwelling shall provide for facilities to connect electricity, water, cable television and telephone;
- i) cables to connect electricity, cable TV, communications etc, shall be constructed underground from the plot boundary to the building;

- j) the area of the plot, which is not built up shall be developed and maintained as a garden;
- k) the plots shall provide for an area as 'off-street' parking;
- l) every plot designated for the construction of a dwelling may have a swimming pool and the top border thereof may not exceed 1.5 meters (1,50 m.) above ground level;
- m) membership of the Owners' Association called *Vereniging van Eigenaren Wegen en Voorzieningen Suikerpalm*:

Seller has explicitly informed buyer that with respect to the roads and vegetation, which are present on the property, buyer is obliged to become a member of the owners' association called *Vereniging van Eigenaren Wegen en Voorzieningen Suikerpalm* (*Owner's Association Roads and Facilities Suikerpalm*) when he purchases the property sold. This obligation to become a member shall be included in the notary's deed regarding the transfer of title of the property sold. Buyer also has an obligation towards the *Vereniging van Eigenaren Wegen en Voorzieningen Suikerpalm* to include in the deed of sale and purchase and every subsequent deed of sale and purchase or granting of a right in rem for use of the property sold, the obligation to become a member and to impose this obligation on every subsequent owner or beneficiary of a right in rem for use of the property. In case of non-observance of the foregoing, buyer shall forfeit to the *Vereniging van Eigenaren Wegen en Voorzieningen Suikerpalm* or its successor in title a fine of US\$ 50.000,00, the fine being owed by the mere fact of non-observance, without any notice of default being required.

It is not permitted to construct structures outside of the construction area indicated on the map, with the exception of an entirely or partially closed plot border with a maximum height of one meter and fifty centimeters (1,50 m.), provided that this plot border is on the side of the plot bordering the road. The plot border facing the directly adjacent plot shall be transparent.

It is not permitted to use the grounds and structures to carry out a business. The following activities shall in any case be considered activities in contravention of the permitted use of grounds and structures:

- a) regular gatherings for public religious, semi-religious or life-philosophy services or meetings;
- b) the use of grounds and structures as storage or loading facility for commercial purposes;
- c) commercial sale or offer of sale of goods, which are intended and ready for immediate use or consumption;
- d) the commercial production or repair of goods for third parties.

The following further conditions are applicable:

- a) The plot shall not be used for storage or as dump and no waste, useless or unused items, vehicles or boats, containers or construction materials shall be present there;
- b) On the plot no livestock, whether large or small may be kept, but only small pets may be held. The term pets for these purposes shall not include horses, cows, pigs, goats and/or poultry.
- c) The roofing of the dwelling shall not be made of material reflecting sunlight, such as unpainted zinc or aluminum sheets. Application of corrugated sheets is not permitted;
- d) No windmills or antenna dishes supported by masts or towers may be placed on the plots.
- e) Exterior lighting of the dwelling and the property sold shall be installed and directed or shielded in such a way that only the dwelling or the property sold is illuminated and third parties shall not experience any nuisance from same;
- f) buyer shall have the dwelling painted and plastered wherever necessary and shall maintain the painted and repaired dwelling properly at all times.

15.4 Zoning area G

- a) The areas indicated with G on the plan are to be green areas or for recreation;
- b) The construction of structures for recreation (for instance, play equipment for children and seating elements surrounded by green areas) is permitted up to a maximum height of eight meters (8 m.);
- c) The paths drawn on the plan leading to the play areas shall be zoned as such and same may also be used for the installation of connections and cables of the infrastructure on the subdivision plan.

15.5 Further stipulations

The description "constructions, which are part of the dwelling" shall in this case not mean: borders between plots, in and exit roads, garden paths, sidewalks and stairs, while roof overhangs, gutters, terraces, covered as well as uncovered balconies, canopies and facade decorations shall not extend more than fifty centimeters (50 cm.) beyond the building line.

When buyer starts the construction of a dwelling, same shall continue steadily and the dwelling shall be ready for occupation within twenty four (24) months from the date the construction was started.

Insofar as same is not specified on the building plan, a building line of three meters (3 m.) shall be maintained.

During the construction of the dwelling, building is only permitted during the following hours:

Monday through Saturday: from seven thirty in the morning until seventeen hours (07.30 till 17.00). These hours are also applicable for the delivery of materials. The owner shall make sure that this article is respected and shall be responsible for the people on the building site, whether hired by him directly or by a third party.

The owner shall supervise and shall be responsible for the removal of waste, which is left around his building plot and on the area covered by the subdivision plan by contractors, sub-contractors and suppliers.

Any damage which is caused by a contractor, sub-contractor or supplier hired by owner to roads, roadsides, public lighting, or other parts of the subdivision plan, which are not owned by owner, shall be for the account of owner. The road and roadsides in front of the building site shall be kept free from waste and concrete.

Buyer shall not damage or soil the roadsides, green areas and the plants thereon, as well as building sites and vegetation thereon, nor shall he dump waste or dirt there or leave building materials, vehicles or boats, containers, building shacks or other objects thereon.

Buyer shall include the foregoing provisions in the contract with contractor for the construction of the dwelling.

The road traces indicated on the plan drawing will be zoned for roads, berms and water drains, the installation and having of cables, pipes, service wells and street furniture.

In case of infraction of one or more of the conditions of this article 15, the person having committed same shall forfeit in favor of the *Vereniging van Eigenaren Wegen en Voorzieningen Suikerpalm* or its successors in title, a fine, which is immediately payable, in the amount of fifty thousand USA dollars (US \$ 50.000,00) for every infraction, and one thousand USA dollars (US \$ 1.000,00) for every day or part thereof, that the infraction continues, without prejudice to the right of the *Vereniging van Eigenaren Wegen en Voorzieningen Suikerpalm* to have removed, changed or repaired, whichever is applicable, whatever was done contrary to the prohibition, for the account of the owner.

Buyer and the persons acquiring subsequently on the basis of a right in rem, shall be responsible for infractions committed during the period that they have the right in rem, regardless of who has committed same.

Buyer and the persons acquiring subsequently on the basis of a right in rem, shall be in default by the simple fact of the infraction having been committed, without any notice of default being required.

The special provisions and conditions contained in this article 15, as well as this provision, shall be included in all alienations of rights in rem of the property sold as a burden on the new acquirer of the right in rem, in favor of the *Vereniging van Eigenaren Wegen en Voorzieningen Suikerpalm* or its successors in title and shall be copied verbatim in every further deed of alienation, on penalty of an immediately payable fine for the buyer and every following acquirer of the right in rem, who fails to impose, to stipulate, to accept or have included the provision in the deed of transfer, of one hundred thousand USA dollars (US\$ 100,000) in favor of the *Vereniging van Eigenaren Wegen en Voorzieningen Suikerpalm* or its successors in title.

Insofar as the foregoing stipulations contain obligations, which the seller shall impose on buyer, he does so now and buyer accepts same now. Insofar as rights accruing to third parties are concerned, these rights are accepted by seller on behalf of those third parties.